The Solicitors' Journal

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Current Topics.

Errant Golf Balls.

CONSIDERING the widely extended popularity of golf, it is remarkable that so few cases have arisen as to the liabilities of clubs for damage caused by players driving balls off the course and injuring persons or doing damage on adjacent land. The case of *Castle* v. *St. Augustine's Links, Ltd.* (1922), 38 T.L.R. 615, may be recalled, where the club was held liable in damages because a member drove a ball from the course which injured a taxi-driver who was driving on a public road adjoining the course. The decision was based on the law of nuisance in respect that as the tee from which the ball was driven was in such close proximity to the road, the club should have anticipated the probability of balls being driven on to the road and injuring those passing and re-passing. In a recent case in the Sheriff Court of Lanarkshire, it was sought to apply that decision to a case of damage to crops in a field adjoining the golf course, caused by players who, having driven balls into the field, then trespassed in order to retrieve them. The learned sheriff held that the action was not maintainable against the club. As he said, "if what happened here was that some persons went into the pursuer's fields to retrieve balls driven there, then those persons were trespassing. The trespassers were the persons responsible for any damage done, and not the club. The club, as a club, in this respect, owed no duty to the pursuer, which they breached. Every golf club has a rule that when a ball is driven off the course it is a lost ball. If, therefore, any player leaves the course to go after that ball, he does so at his own risk, and the club is not responsible." In the language of the old reporters, the pursuer took nothing by his motion, although one cannot fail to feel some sympathy with him in his loss.

Musical Copyright and News Films.

THE owners of musical copyright have had a very successful time in the courts lately. In *Performing Rights Society Ltd.* v. *Hawthorns Hotel (Bournemouth) Ltd.* [1933] Ch. 855, it was held that the playing by a trio of instrumentalists of a piece of copyright music in the presence of a few visitors sitting in a hotel lounge (two of them sent there by the plaintiffs) was a "public performance," though no one paid anything extra to hear it, and in *The Brighouse Case* (*Performing Rights Society* v. *Hammonds Bradford Brewery Co.* [1934] 1 Ch. 121) the same society got a judgment in their favour in respect of a loud-speaker attached to a wireless set broadcasting music for the performance of which copyright fees had been paid, enabling them to collect fresh fees for every public reception of the broadcast. The latter performance could never have been contemplated by the Copyright Act, 1911, for the means to produce it did not then exist, but nevertheless it comes within the Act. But the latest attempt to get something new within the law of copyright, and extract a further set of fees, has so far failed. In *Hawkes & Son (London) Ltd.* v. *Paramount Film Service Ltd.* (78 SOL. J. 238), the plaintiffs were the owners of copyright in a musical piece known as "Colonel Bogey," and claimed an injunction and damages against the defendants for infringement. In July last, the PRINCE OF WALES opened a new school in Suffolk connected with the Royal Hospital, and the second defendants, Olympic Kinematograph Laboratories Ltd. caused to be taken, developed and printed a news film of the event, showing the boys marching past His Royal Highness to the tune of "Colonel Bogey," played by the band, and reproducing what EVE, J., described as "the babel of sound inseparable from any pageantry." It will be noted that the tune could not be played by the band without payment of a copyright fee, and that every cinema theatre where the music was performed also paid the usual fees. But still the owners of the copyright were not satisfied, and they claimed two more sets of fees, one from the company which had taken the news film, and the other from the Paramount Film Service, Ltd., which distributed it to the cinemas. The defendants, however, succeeded in their contention that the news film was not an infringement of the plaintiffs' copyright. EVE, J., in a considered judgment, gave four reasons for dismissing the action. He held that the defendants had not taken a "substantial part" of the music, for what was heard in the film only lasted twenty seconds, and it took four minutes to play through the whole of "Colonel Bogey." He further held that the case came within the exception in s. 2 (1) (i) of the Act of "fair dealing for the purposes of . . . review or newspaper summary," that the plaintiffs had not proved that the news film could possibly damage their copyright in the music, and that the defendants were not aware when they made and distributed the film that they were infringing anyone's copyright, a defence available under s. 8 of the Act.

The Absentee Chairman.

ABSENCE, according to the poet, makes the heart grow fonder, but in many cases its precise legal effect does not seem to have been determined with the same sureness as its effect upon the emotions. One of these cases was touched upon in the speech of Sir HARRY GREER, D.L., chairman of Baird Television, Ltd., on the occasion of the fifth ordinary general meeting of that company on 20th March. The chairman delivered the first part of his speech in the South Tower of the Crystal Palace, the meeting being held at 142, Wardour-street, London, W., some eight or ten miles away. The members present at the latter address apparently saw the chairman's face and heard his voice as clearly as if he were in the room amongst them. On returning to Wardour-street to give the remainder of his speech, Sir HARRY said that he had particularly wished to move the adoption of the reports and accounts from the Crystal Palace, "but as we are dealing with an entirely new science, there is nothing in any Act of Parliament or in the Companies Act to guide us as to whether it is strictly legal or otherwise for an absentee chairman to move or propose the adoption of a company's accounts," and therefore he was present in person to move the resolution. On general principles it is difficult to see how a chairman can adequately perform his duties in his absence, particularly the duties of keeping order, counting on a show of hands, and seeing that the business is properly conducted: *Indian Zoedone Co.*, 26 Ch. D. 70. It is difficult to see how he could "make his presence felt" in his absence, even with the aid of a projection, however visually and acoustically perfect, of his face and voice. Even if he could do so, he would have to see all that was happening at the meeting, as well as be seen by the meeting, and there might be technical difficulties in the way of his doing this. Should all these difficulties be overcome, however, then perhaps the future contains the possibility of a general meeting of a company being held without a single shareholder being present, everyone expressing himself, seeing and hearing by means of his own television set by his own fireside or radiator, as the case may be. When that time arrives the courts will no more be perplexed with obscure problems about proxies: see *In re Dorman Long & Co., Ltd.* (78 SOL. J. 12), but to adapt Shakespeare's prophetic words in the "Winter's Tale," members will "seem to be together though absent, shake hands as over a vast, and embrace, as it were, from the ends of opposed winds."

A Betting Device.

AN efficient telephone service has many advantages, but, as a result of Mr. Justice ATKINSON'S decision in *Samuel* v. *Adelaide Club Limited* (*The Times*, 27th March) it cannot be used as an instrument for evading the provisions of the Betting Act, 1853. The plaintiff was the landlord of the premises occupied by the defendants and he asked for an injunction to restrain the defendants from using the premises as a betting house, contrary to ss. 1 to 4 of the Betting Act, 1853. The defendants had an arrangement with a firm of bookmakers whereby a private telephone line was installed from the club premises to the bookmaker's office and members made bets either through the steward or personally over the telephone. The defendants had also installed a tape machine in the premises and permitted the bookmakers to send an agent to collect winnings and pay losses, themselves receiving from the bookmakers a commission on the gross amount of the bets. Section 1 of the Betting Act, 1853, prohibits, *inter alia*, houses, offices or rooms from being opened, kept or used for the purpose of the owner, occupier, keeper or any person employed by such owner, occupier or keeper betting with persons resorting thereto. Mr. Justice ATKINSON said that, by means of the telephone the bookmaker obtained personal contact with each man who wished to bet in precisely the same way as if the bookmaker were present in the room. Moreover, to constitute user it was not necessary that the contract should be made in the place under consideration. The bookmakers were among the class of persons forbidden by the section, as they were "procured" by the defendant club with the object that benefit should accrue to the club. Judgment was accordingly entered for the plaintiff, with costs. There is, of course, no illegality in merely betting on premises, even though those premises belong to a club, so long as the club is not definitely organised for betting purposes: *Downes* v. *Johnson* [1895] 2 Q.B. 203; *R.* v. *Corrie and Watson* [1904] 68 J.P. 294; and *Jackson* v. *Roth* [1919] 1 K.B. 102. In the case under consideration the very mischief which the Act aimed at, as Mr. Justice ATKINSON remarked, existed just as though the bookmaker were present in person, and although technically the betting took place at the premises of the bookmaker (see *Cowan* v. *O'Connor*, 20 Q.B.D. 640) the club premises were nevertheless used for the purposes of betting.

The Future of Clifford's Inn.

THE announcement that Clifford's Inn is to be transformed into flats and chambers—even to the demolition of the ancient chapel—is hardly likely to pass without some protest from antiquaries. The details given in *The Times* of the proposed changes which are impending serves to remind us that there is hardly a square yard of ground in the block of buildings between the Law Courts and Fetter-lane that is not historical; and it may well be hoped that whatever is done to Clifford's Inn, the exploiters will touch nothing that can possibly be left untouched, or at least that every stone which can be preserved will be allowed to remain. The history of Clifford's Inn carries us back more than 700 years. That is a long time, but there are many much more ancient buildings still existing in Britain—though none more saturated with constitutional and legal history than those. There is a danger that in these days of commercial enterprise we may lose touch with the realities of the past; and it may be hoped that enough of old Clifford's Inn may remain untouched to give reality to its famous history. Apropos of ancient buildings, it is of interest to record a statement made by the Dean of Lincoln in the course of his sermon broadcast from Lincoln Cathedral on Palm Sunday, that the ancient archway through which many of his hearers would pass on their way home was first built by the Romans in occupation of Britain during the lifetime of ST. PAUL, and that there was good reason to believe that men had passed through it who had actually seen the Christ himself.

Its Memories.

IN the earlier stages of its history Clifford's Inn, like the other Inns of Chancery, provided the young student of law with his first initiation into its mysteries; among those who, so to speak, graduated at Clifford's, being EDWARD COKE, the celebrated Chief Justice whose name of itself is sufficient to shed a lustre on its annals, and who completed his legal curriculum at the Inner Temple, to which Clifford's was affiliated. Although thus playing a part in legal education at one time, most of us think of the old Inn rather as the abode for many years of GEORGE DYER, whose name is enshrined in LAMB'S "Essays," where he is described as living in rooms in the Inn "like a dove in an asp's nest"; and we think of it, too, as the scene of some of the weird stories with which JACK BAMBER delighted and astonished Mr. PICKWICK. The passing of this quiet old legal backwater, with its ancient Hall and courts backing on to the busy Fleet-street on the south, and on Fetter-lane on the east, will be regretted by all who love these haunts of ancient peace with their memories of bygone days of historic interest, but such changes appear to be inevitable. "The old order changeth, yielding place to new." Happily, as we learn, the new buildings proposed to be erected on the site are to be architecturally in keeping with the adjacent Record Office, which at least is imposing.

"Libel!"

"No man may disparage or destroy the reputation of another"—so runs the opening sentence of that well-known work, Odgers on Libel and Slander; and nothing can so tend to disparage or destroy the reputation of a titled M.P. as an allegation that he is an impostor, being in fact an ex-comrade-in-arms of the man he pretends to be; that he took the latter's place at the conclusion of the Great War, in the course of which both had been taken prisoner and escaped; and that he exploited certain physical resemblances in order to acquire not only the title and property of the true baronet, but also the hand of the latter's fiancée. And when the newspaper which has published this statement follows it up, through its counsel, with a suggestion that the plaintiff actually murdered his comrade, we have all the elements of a trial of intense dramatic interest.

And it is manifest that the author has not only a keen sense of the dramatic, but also a sound knowledge of the law and practice of libel; while the producer has responded to the occasion by turning the stage of the "Playhouse" into as accurate a reproduction of a "King's Bench Court at the Royal Courts of Justice"—complete with Neo-Gothic window admitting no light—as circumstances permit. (One minor omission might easily be rectified: we noticed that the pew occupied by the "leaders" was not furnished with the strip of red carpeting which His Majesty's Office of Works usually supplies for the comfort of His Majesty's Counsel Learned in the Law.) And it is, of course, refreshing for a lawyer to attend a play depicting a trial in which none of the rules of procedure is violated—in which, to put it shortly, even the Associate is called the Associate, and not the Clerk of Arraigns or the Marshal; though the machinery for compromising actions (in this case the device of "withdrawing a juror" would have been used) might well have been displayed. And it is true that some of the characters in the play change their attire more often than is, perhaps, common even in the course of a three days' trial; a witness who changes sides once changes her costume twice—but we are not out to cavil at exigencies of dramatic production; nor do we propose to give away the plot.

No knotty legal point comes up for argument: the pleadings, which are formally opened by junior counsel for the plaintiff, contain no skilfully drafted innuendo; if they show that the defence includes the familiar "rolled-up plea," first made famous by *Penrhyn* v. *Licensed Victuallers' Mirror* (1890), 7 T.L.R. 1, and much debated ever since (for recent instances, see *Aga Khan* v. *Times Publishing Co.* [1924] 1 K.B. 675, C.A., and *Sutherland* v. *Stopes* [1925] A.C. 47), nothing turns on that. But the many incidents of the trial, which will interest as well as entertain our readers, include the inevitable introduction of and objection to hearsay, followed by the usual succinct explanation of the law of evidence to the witness, who, after accepting and appearing to appreciate the position, immediately resumes his hearsay narrative; the embarrassment of a junior at the absence of his leader; the enthusiasm and bumptiousness of a foreign witness, who insists on assuming the role of an expert, though called to speak only to facts; the witness whose credit is, in view of his past, low, but who gives his evidence-in-chief in a way which suggests that he might be speaking the truth; the usual exchange of courtesies between counsel; and some good samples both of judicial wisdom and of judicial wit.

One more comment. The programme tells us: "This play is founded on a combination of facts, though the characters are entirely fictitious." This strikes us as worthy of one familiar with the "rolled-up plea"—dissociating characters from facts reminds one of distinguishing allegations of fact from comments—but may we at the same time congratulate the author on drafting a qualification to the phrase common since the decision in *Jones* v. *Hulton & Co.* [1910] A.C. 20, and express the hope that it will always stand the test!

Road Deaths and Law Revision.

WHEN the proposals set out in the Interim Report of the Law Revision Committee (Cmd. 4540, published on 27th March) are carried into law, a long-standing defect in the English law of torts will have been removed. The defect is that set out briefly in the maxim *actio personalis moritur cum persona* (see *Baker* v. *Bolton* (1805), Camph. 493, and *The Amerika* [1914] P. 167, and [1917] A.C. 38), and its grievously unjust incidence has been more than ever emphasised in recent years owing to the increasing rate of mortality arising out of negligent driving on the roads. This fact, as the Report states, "has made the reform of this part of the law a matter of the most urgent national importance."

The origin of the rule is "obscure and post-classical" (per Bowen, L.J., in *Finlay* v. *Chirney* [1888] 20 Q.B.D. 494, 502), and as Sir Frederick Pollock says in his "Law of Torts," 13th ed., 1929, at pp. 63, 64, "at one time it may have been justified by the vindictive and quasi-criminal character of suits for civil injuries." The learned author adds that "when once the notion of vengeance has been put aside, and that of compensation substituted, the rule *actio personalis moritur cum persona* seems to be without plausible ground." The Report endorses this and points out the various injustices in the existing law which result from a strict application of the maxim.

One of the most serious of these occurs when a negligent driver is killed in a motor accident. All the persons injured as a result of his negligent driving have no further rights against the deceased or his estate. In the converse case of a person killed by the negligent driving of another, the Fatal Accidents Act, 1846, allows actions to be brought on behalf of certain classes of dependants, but adopted or illegitimate children, though dependants, are not included (*Dickinson* v. *N.E. Rly. Co.* (1863), 2 H. & C. 735), and medical or funeral expenses cannot be recovered even if actually incurred.

After setting out further examples of injustices caused by the application of the maxim, the Report analyses the present state of the law, dealing with the wide exceptions embodied in s. 26 of the Administration of Estates Act, 1925, but pointing out that that section does not apply to injuries causing death, but only to injuries to property. The Report also refers to the rule that, where by a wrongful act of a deceased person property or the proceeds or value of property have been appropriated by the deceased and added to his estate, after his death his representative will be liable on the basis that the property or proceeds can still be traced to the deceased's assets and recovered (*Phillips* v. *Homfray* (1883), 24 Ch.D. 439).

The recommendations are (1) an action for breach of contract or for a tort or for a breach of statutory duty commenced during a defendant's lifetime should be capable of being continued against his personal representative after his death; (2) an action should be maintainable against the personal representative of a deceased person in respect of any breach of contract or any tort or for any breach of a statutory duty committed by the deceased in his lifetime, if it could have been maintained in the lifetime of the deceased; (3) actions for breach of contract or for a tort or for a breach of statutory duty commenced during the lifetime of a person injured thereby should, notwithstanding his death, or that the act complained of caused his death, be capable of being continued by his personal representative. Lord Campbell's Act is to be unaffected, except that the list of competent beneficiaries under the Act is to be extended to include adopted or illegitimate children if dependent, and the damages recoverable are to be enlarged to include funeral expenses; (4) the same rule is to apply to actions which could have been commenced during the lifetime of the person injured; (5) where an injury inflicted on a person by reason of a breach of contract or tort or breach of a statutory duty would entitle any other person to bring an action against the wrongdoer for loss or damage, an action by such other person should be maintainable in

respect of such loss or damage, notwithstanding that the injury has resulted in the death of the person injured; (6) these changes in the law should remain subject to the limitation that the cause of action must have arisen within six months of the death, and the action must be commenced within six months after representation has been taken out, and the limitations under Lord Campbell's Act and under the Maritime Conventions Act, 1911, are to remain in force as they are.

The Committee has rendered as the first instalment of the task allotted to it by the Lord Chancellor a highly valuable piece of work, and all that remains is that its recommendations should be carried into law as speedily as possible.

Hotels: Public Liability Insurance.

II. THE SAFETY OF THE GUEST'S PERSON.

Now, assuming that a person has been received as a guest in the innkeeper's house, we have next to examine the innkeeper's liability towards the guest as regards the safety of his person. This is a most important question for all concerned, the guest, the insurer and the insured, more especially as the law on the subject can by no means be regarded as settled. The problem has two aspects:—

(1) Whether or not the innkeeper is liable for any accident which may happen to his guest on any part of the inn premises; and

(2) Whether in such parts as the guest is entitled to go the innkeeper must be reckoned as an insurer of his guest's person or whether the guest is in a less privileged position.

As to the first of these questions, the law is fairly clear. The general duty of an innkeeper to take proper care of the safety of his guests does not extend to every room in his house, at all hours of night and day, but must be limited to those places into which guests may be reasonably supposed to be likely to go, in a reasonable belief that they are entitled or invited to do so.

This doctrine has been expressly laid down by the House of Lords in *Walker* v. *Midland Railway Co.* (1886), 55 L.T. 489. It is unnecessary to go fully into the facts of this case. It suffices to say that the husband of the plaintiff met his death on the defendant's premises while searching for a water-closet in the early hours of the morning. During his search he entered an unlocked "service" room in which there was an unfenced lift shaft, down which he fell and was killed. The door of this room was marked "service," but there was nothing to indicate the lift shaft within. The plaintiff's case was disallowed by the House of Lords by a three to two majority, but it seems from the report of the case that the deceased was, if not drunk, at any rate under the influence of drink to such an extent that in the opinion of the judges he brought the accident on his own head. It is difficult to avoid the conclusion that if a child, for example, had been injured in a similar manner the verdict of the court would have been otherwise.

It is not, however, germane to the present discussion to criticise this decision, but the rule as to this limitation of the innkeeper's liability must be taken as established. Since, however, there are very few parts of an ordinary inn where a guest may *never* under any circumstances be reasonably entitled to go, it is as well, in the writer's opinion, for the innkeeper to indemnify himself in respect of any claims which may be brought against him in respect of injuries to his guests on any part of his premises. This is, of course, usually done. "Premises" may include a place outside the inn and its actual grounds, provided such place is used for the purposes of the inn (*Aria* v. *Bridge House Hotel (Staines) Ltd.* (1927), 137 L.T. 299).

The innkeeper is not an insurer. He is not bound to indemnify the guest in respect of all injuries to him howsoever caused. What, then, is the extent of his liability? It is obvious that he is liable for any injury to his guests which may be caused by his own negligence. Moreover, the guest is, at any rate, in no worse a position than an invitee. Is he in a better, that is to say, is the innkeeper bound to do more than to take reasonable care to prevent damage to the guest from unusual danger which the innkeeper knows or ought to know of? (See *Indermaur* v. *Dames* (1866), L.R. 1 C.P. 288.) If the opinion of McCardie, J., in *Maclenan* v. *Segar* [1917] 2 K.B. 325, is correct, he is, for the learned judge in the course of his judgment stated that: "Where the occupier of premises agrees for reward that a person shall have the right to enter and use them for a mutually contemplated purpose, the contract between the parties (unless it provides to the contrary) contains an implied warranty that the premises are as safe for that purpose as reasonable care and skill on the part of anyone can make them. The rule is subject to the limitation that the defendant is not to be held responsible for defects which could not have been discovered by reasonable care or skill on the part of any person concerned with the construction, alteration, repair or maintenance of the premises . . . but subject to this limitation, it matters not whether the lack of care or skill be that of the defendant or his servants, or that of an independent contractor or his servants, or whether the negligence takes place before or after the occupation by the defendant of the premises" (*ibid.*, pp. 332–334).

The foregoing should indicate that the insurance policy should indemnify the insured against *all* claims in respect of personal injury. Whether existing types of policy are sufficient to cover the insured adequately will be discussed hereafter.

Company Law and Practice.

Dissolution.

An order for compulsory winding up, or a resolution for voluntary winding up, are merely steps on the road to dissolution; it is true that they are steps of great moment, since the final dissolution is practically inevitable once they have been taken. I say practically because there are cases in which the court has ordered the stay of a winding up, both in the case of compulsory and voluntary liquidation: see, as to the latter, *Re Stephen Walters & Sons Limited* [1926] W.N. 236. It is not a common thing for the court to do so, however, nor indeed is it very common for circumstances to arise in which it becomes desirable to have a winding up stayed, and, in ninety-nine cases at least out of every hundred, the first step in a winding up inevitably leads to the last. Sometimes there is a good deal of faltering by the way, and liquidations have been known to last several years, but the goal is reached in the end.

Let us first of all see shortly what the statutory provisions as to dissolution are. Section 221 of the Companies Act, 1929, deals with compulsory liquidation, and says that when the affairs of a company have been completely wound up the court is to make an order that the company be dissolved from the date of the order. But this order by itself is not sufficient to give notice of the dissolution to everyone concerned, and by the same section an obligation is cast on the liquidator to report such order, within fourteen days from its date, to the Registrar of Companies, who is to make in his books a minute of the dissolution of the company. Why does the section refer to an entry to be made in the books of the Registrar of Companies? In the first place, presumably, the entry goes on the file of the company; this entry must, it would appear, close the file, which then evidently ceases to be a public file, and merely becomes part of the books of the registrar; doubtless it is retained by him for purposes of reference for some period.

The dissolution of a company which is being wound up voluntarily is somewhat different; there are different sections for members, and creditors' voluntary winding up, namely, ss. 236 and 245.

The condition precedent to dissolution is, however, the same in either case, namely, the affairs of the company having been fully wound up. There is a slight difference in terminology between the voluntary and compulsory sections—a distinction without a difference possibly, but still one which ought not to exist. There can, one would imagine, be no difference between the affairs of a company being completely wound up and being fully wound up, but if there is no difference, why not use the same words? This is a matter which will call for consideration when a complete revision of the law relating to companies falls to be considered anew, an operation which, one would hope, is still some way off.

This condition precedent having been fulfilled, the liquidator in a voluntary winding up must make up an account of the winding up, showing how it has been conducted and the property of the company has been disposed of. When this has been prepared, general meetings have to be called to have the account laid before them and receiving any explanations. In a members' winding up a general meeting of the company has to be called; in a creditors' winding up general meetings of the company and the creditors have to be called; the respective sections give some directions for the summoning of the meetings.

Within a week after the date of the meeting (or, if there have to be two, the later one) the liquidator has to send to the registrar a copy of the account and make a return to him of the holding of the meetings; default may entail a fine of £5 per day during default. The sections go on to provide for the not unlikely eventuality of there not being a quorum present at the meetings; there is no necessity to call any further meeting, or even to adjourn the meeting, if the persons concerned are not sufficiently interested to attend and hear what the result of the liquidator's efforts on their behalf has been; it is sufficient, in such a case, for the liquidator to make a return that the meetings were duly summoned and that no quorum was present. Rule 136 of the Winding Up Rules, 1929, deals with the question of quorums, though only in relation to meetings of creditors and contributories in a winding up by the court, and meetings of creditors in relation to creditors' voluntary liquidations. Presumably, in a members' voluntary liquidation, the quorum at the final meeting is still governed by the provisions of the company's articles of association. Rule 136 provides, in reference to meetings of the types I have mentioned, that a quorum as below described must be present before the meeting can act for any purpose except electing a chairman, proving debts, and adjourning. Three creditors, or three contributories, as the case may be, is the requisite quorum unless their respective numbers are less than three, in which case they must all attend. If no quorum is present after half an hour, there must be an adjournment for not less than seven nor more than twenty-one days, but there is no provision as to any less number forming a quorum at an adjourned meeting.

It is the duty of the registrar on receipt by him of the final account and of the return of the meeting or meetings to register them, and on the expiration of three months from the registration of the return the company is to be deemed to be dissolved (s. 236 (4); 245 (4)). It is provided that the court may, in either kind of voluntary liquidation, on the application of the liquidator or any other person who appears to the court to be interested, make an order deferring the date at which the dissolution of the company is to take effect for such time as the court thinks fit. Such an application would be made by summons in the liquidation. The applicant for such an order must deliver it to the registrar for registration within seven days after it is made, and if he fails to do so he is liable to a fine of £5 per day during default.

The dissolution of a company operates for all purposes to put an end to its existence; it cannot of course be sued or treated in any way as being still an entity. But it does not follow from this that a person aggrieved by the dissolution has no remedy of any sort. In the first place the liquidator may have made himself personally liable. An example of a case of this kind is *Pulsford* v. *Devenish* [1903] 2 Ch. 625, where it was held that a liquidator who, with notice of a claim against the company distributes the assets and allows the company to be dissolved without providing for that claim, may be personally liable in damages to the claimant.

But this is not the only possibility, for, under s. 294, the court has power in certain circumstances to declare the dissolution of a company void. It can only do so within two years of the date of the dissolution, and on the application of the liquidator or any other person who appears to the court to be interested. The effect of such an order is that such proceedings may then be taken as might have been taken if the company had not been dissolved. Again, the person who obtains the order must deliver an office copy of it to the registrar for registration within seven days of its being made, or such further time as the court allows, at the risk of incurring a default fine if he fails to do so.

This power to declare a dissolution void must not be confused with the power which is vested in the court to restore the name of a company to the register in cases where it has been struck off as a defunct company under s. 295. In this case the time during which the court has the power to order the restoration of the name to the register is twenty years from the publication in *The London Gazette* of the notice that the name of the company will be struck off the register and the company dissolved unless cause is shown to the contrary within three months.

It may be observed in passing that, under s. 338 (1) (*d*), an unregistered company within the meaning of Pt. X of the Act may be wound up if the company has been dissolved; and I might also remind my readers of the provisions of s. 296, which say that all property and rights of a dissolved company (but not including trust property) shall be deemed to be *bona vacantia*. There is a good deal of learning, and a recent case on the points which arise in connection with dissolved companies and *bona vacantia*, and I have not the space to deal with these questions here and now; they must not, however, be overlooked in considering the effect of dissolution.

Just one other question may be mentioned here. It was suggested some time ago, by James, L.J., in *Re London and Caledonian Marine Insurance Co.* (1879), 11 Ch.D. 144, that a company which had been dissolved fraudulently might be resuscitated. Now this statement was made before the law stood as it does now under s. 294 above referred to, but at some time or another the question might arise as to whether James, L.J.'s observation still holds good, in view of the express provisions of s. 294. It would not appear that there is any direct authority on the point at all, but if it was a correct statement in 1879 it seems reasonable to think that it is equally correct in 1934; it would be a strange thing if the conferring upon the court of a power in certain circumstances to avoid a dissolution within two years had taken away from it an inherent power which it originally possessed of dealing with fraudulent dissolution, and I cannot conceive that that is so.

DEMAND FOR REPEAL OF LAND VALUE TAX.

The Land Union has sent a resolution to the Chancellor of the Exchequer, says *The Times*, requesting him in the forthcoming Budget to repeal the Land Value Tax imposed by the Finance Act, 1931. The resolution adds "this tax is merely in suspense, and not only is it wrong in principle, but if brought into effect must prove costly in administration. Moreover, although described as a 'land value tax' it is, in fact, a tax on improvements made to the land."

A Conveyancer's Diary.

Leases for Years Determinable with Lives.

A CORRESPONDENT writes upon a point which I had noticed before, but for some reason had omitted to deal with it even when discussing other provisions in the section of the L.P.A., 1925, under which it arises.

It may be remembered that in my Diary for 20th and 27th January I discussed in part s. 149 of the Act, but I only mentioned sub-s. (3), and I ventured to say that the draughtsman had gone badly astray in it.

Now I propose to refer to sub-s. (6) of the same section. The sub-section reads:—

"Any lease or underlease at a rent or in consideration of a fine, for life or lives or for any term of years determinable with life or lives, or on the marriage of the lessee, or any contract therefor, made before or after the commencement of this Act or created by virtue of Pt. V of the Law of Property Act, 1922, shall take effect as a lease, underlease or contract therefor for a term of ninety years determinable after the death or marriage (as the case may be) of the original lessee or of the survivor of the original lessees, by at least one month's notice in writing given to determine the same on one of the quarter days applicable to the tenancy, either by the lessor or the persons deriving title under him, to the person entitled to the leasehold interest, or if no such person is in existence by affixing the same to the premises, or by the lessee or other persons in whom the leasehold interest is vested, to the lessor or the persons deriving title under him."

There are two points to be noticed under this sub-section.

Firstly, take the case of a lease for a short term determinable upon the death or marriage of the lessee. Suppose that the term expires before the happening of either of those events. Nevertheless, the sub-section converts the short term into a term for ninety years determinable by notice after the happening of the event.

Thus a lease to A for five years determinable on A's death—the term of five years is converted into a term of ninety years determinable after the death of A if due notice be given.

A may live for another sixty or seventy years or more, and the term will continue all that time.

Of course no such result could have been intended, but the strict wording of the sub-section has that effect.

The second point is upon the same lines, but is even more startling.

If the lease to A were an underlease for the remainder of the term granted by the head lease less one day determinable on A's death, the effect of the sub-section would seem to be that if A were alive at the end of his term he could claim as against the freeholder to have a lease for ninety years determinable by notice after his death. The sub-section expressly includes underleases in its operation, and does not limit the term of ninety years to the period yet to run of the head lease. There is no question of the lessee having granted an underlease for a longer term than that which he held. The ninety years term is created by the statute, not by the lessee.

Our correspondent also points out that, even on the death of A, the freeholder could not, as it seems, give notice to determine the lease (i.e., the underlease converted into a ninety years term by the statute). That apparently could only be done by the lessor (i.e., the grantor of the underlease) or his representatives, or by the personal representatives of the underlessee. I think, however, that the word "lessor" as used in the sub-section would be construed to mean the person entitled to the reversion expectant on the term created by the statute. At the same time it may be noted that the word "lessor" is not so defined in the Act. The definition section simply says "'lessor' includes an underlessor and a person deriving title under a lessor or underlessor" (s. 205 (1) (xxiii), *sub. nom.* "Rent"—an inconvenient place to put it).

One other point. The lessor must give notice "to the person entitled to the leasehold interest, or if no such person is in existence by affixing the same to the premises." How is the lessor to know whether or not there is "such a person in existence" if the lessee or underlessee had shut up the premises and disappeared?

Certainly I agree with the comment of the learned editors of "Wolstenholme" that "It may be expedient to amend this sub-section," although I should have expressed it more strongly.

Partial Intestacy—the Hotchpot Provisions of the A.E.A.

I have heard of an unreported case which reveals an injustice in the hotchpot provisions of the A.E.A., 1925, where there is a partial intestacy.

Section 49 enacts that "where any person dies leaving a will effectively disposing of part of his property, this Part of this Act shall have effect as respects the part of his property not so disposed of subject to the provisions contained in the will and subject to the following modifications:—

(*a*) the requirements as to bringing property into account shall apply to any beneficial interests acquired by any issue of the deceased under the will of the deceased, but not to beneficial interests so acquired by any other person."

The requirements as to bringing property into account are to be found in s. 47 (1) (iii), which reads:—

"Where the property held on the statutory trusts for issue is divisible into shares then any money or property which, by way of advancement or on the marriage of a child of the intestate or settled by the intestate for the benefit of such child . . . shall, subject to any contrary intention expressed or appearing from the circumstances of the case, be taken as being so paid or settled in or towards satisfaction of the share of such child or the share which such child would have taken if living at the death of the intestate, and shall be brought into account at a valuation (the value to be reckoned as at the death of the intestate) in accordance with the requirements of the personal representatives."

Shortly then (reading these provisions together), where there is a partial intestacy any issue of the deceased who become entitled under his will to part of the disposed of property, must bring that part into hotchpot on a distribution of the undisposed of part, as though the part taken under the will had been advanced to, or settled upon, such issue by the deceased during his lifetime.

The case which I have in mind is this: Suppose a testator disposes of part of his property by bequeathing it to his grandchildren, the children of his son A and of his daughter B. At the testator's death A is alive and has children living. B is dead leaving children who survive the testator.

The undisposed of property of the deceased is divisible between A and the children of B. A does not bring anything into hotchpot as he does not take anything under the will, but the children of B must bring into hotchpot what they take under the will.

This seems to me to be quite unfair, and it is the more remarkable that such a case should not have been provided for, because if the common form hotchpot clause to be found in the precedent books dealing with trusts in default of appointment had been adopted, and of course adapted, A would have had to bring into account any advancement made to him *or his issue*.

In "Prideaux" (vol. 3, p. 714) the form runs: "Any child who or whose issue takes any part of the trust fund under any appointment by my wife shall not, in the absence of any direction by her to the contrary, take any share in the unappointed part without bringing the share or shares

appointed to him or her or his or her issue into hotchpot and accounting for the same accordingly," (and see similar clauses, *ibid.*, pp. 664, 688, 717, 804).

"Key and Elphinstone" uses the same form with trifling verbal differences (vol. 2, p. 519).

It appears that "it may be expedient" to amend ss. 48 and 49 so as to bring the hotchpot provisions into line with the form which has been universally used for a long time past and has been found to operate fairly.

Landlord and Tenant Notebook.

Landlord Building on Adjoining Land.

THE erection of a large and high building—at present a very common occurrence—may make many a tenant wonder whether, apart from any question of easements, he has any redress against his landlord if a block of flats is run up on ground adjoining his premises and belonging to the landlord, materially affecting the tenant's enjoyment of what has been demised. Broadly speaking, the answer appears to depend on how likely such an event appeared when the lease was granted, and this is so whether the tenant seeks redress by means of an action for breach of covenant of quiet enjoyment or by claiming that the landlord has derogated from his grant—remedies invariably employed by a tenant when he cannot think of anything else.

The erection of a large building close to his premises appears to give rise to three complaints in particular: the spoiling of a view, the obstruction of light, and the deprivation of draught necessary to enable chimneys to function.

It is well settled that a landlord as such is under no obligation to maintain a view, even if it be in his power to do so. The most recent authority is *Browne* v. *Flower* [1911] 1 Ch. 219.

Obstruction of light is more difficult to deal with, and in this case the circumstances obtaining at the time of the grant, including knowledge, are of importance. The leading case is *Birmingham, Dudley and District Banking Co.* v. *Ross* (1887), 38 Ch. D. 295, C.A. The dispute was a consequence of an early town-planning scheme. The Birmingham council had set about the development of Corporation-street, and the plaintiffs held of them, as assignees of a long term, premises in that well-known thoroughfare. Their lease gave them the land and building "with the rights, members and appurtenances to the said premises belonging." Separated from their building by a passage 20 feet wide, which the lessors had agreed to keep open, was an old building 25 feet high. When the defendant was granted a building lease of the latter premises, and set about his task of erecting a building (80 feet high) which substantially diminished the light in some of the plaintiffs' offices, they sought to restrain him; but could think of no better basis for their claim than an "express grant of light." It was held that the lease did not bear this out; indeed, the words "with rights, members and appurtenances" limited and did not extend the grant, and it must have been known to their assignor that land, of which the value was well known, would sooner or later be built upon. The same principle was applied in *Robson* v. *Palace Chambers, Westminster, Co. Ltd.* (1897), 14 T.L.R. 56, in which the plaintiff sued his landlords for breach of covenant for quiet enjoyment, alleging derogation from grant as an afterthought. Nothing turned on the covenant, which was express and in the usual form; but the evidence showed that the defendant company had been formed in 1880; that the agreement (for a twenty-one-year lease) under which the plaintiff held was originally made with one of their directors; and that in view of the intention to build on the adjoining land, the rent had been fixed at 25 per cent. less than what the value would otherwise have been; that the first tenant in question had himself prepared the plans of the obstructive building. The plaintiff, when he took over the premises after the death of the director in question, was in fact told all about this; but, as was held, even if ignorant he could not acquire better rights than the original grantee, and so the obstruction of light of which he complained could not be remedied.

The case of smoky chimneys is not so satisfactorily covered by authority. The reason is that the decision in *Tebb* v. *Cave* [1900] 1 Ch. 642, is recorded as having been "doubted" in *Davis* v. *Town Properties Investment Corporation Ltd.* [1903] 1 Ch. 797, C.A. This is a pity, because the judgment of Buckley, J., in the former case refers to a number of authorities and principles. The action was by a doctor, holding a twenty-one-year lease with a covenant for quiet enjoyment, and it seems to have been proved that when he took the house he knew of his landlord's, the defendant's, intention to erect a high building next door. The building, when erected, obstructed the wind when in a certain quarter, and on those occasions the plaintiff's rooms filled with smoke. The judgment deliberately leaves open the question of derogation from grant; the learned judge observing that the landlord might have known that the plaintiff intended using the house for the purposes of his practice, but that smoke was not more annoying to a doctor than to a private individual. (This remark seems to ignore the effect on patients coming to consult the tenant.) But Buckley, J., then came to the conclusion that the knowledge of the defendant created an equitable right on the part of the plaintiff; and then, what is more surprising, that the infringement of that right was a breach of the covenant for quiet enjoyment. And, having reached this conclusion, the learned judge said he expressed no opinion as to whether derogation from grant had been established or not. The *Davis* v. *Town Properties Investment Corporation Ltd.* case, in which the Court of Appeal queried this reasoning, concerned rather a different state of affairs. The adjoining land had not belonged to the defendants at the date of the grant, nor to the plaintiff's then landlord, whose reversion they had acquired two years before buying the land on which they erected the building which caused the plaintiff's chimneys to smoke. It was clear that the adjoining owner at the date of the grant could have done the same, and as the defendants had acquired that land under another title, they would not be liable even if the covenant extended to subsequently acquired property.

The doubts expressed as to *Tebb* v. *Cave* relate to conclusion rather than to premisses. Romer, L.J., observed that in that case there was no *direct* interference with the plaintiff's house; he had no easement in respect of a current of air which *was* interfered with. It seemed, in fact, to be outside the wide scope of "quiet enjoyment." But one gathers that if Buckley, J., had reached the same conclusion *via* reasoning as to derogation from grant, the Court of Appeal might have approved it.

In these cases one frequently reads of the stock objection against varying, adding to or contradicting a written agreement by verbal evidence being taken on behalf of the landlord, but without success. The circumstances in which a lease or tenancy agreement is made may always be given in evidence, by way of explanation, when covenants and "derogation" are in issue.

Mr. Lionel Ley, solicitor, of Essex-street, Strand, W.C., left estate of the gross value of £16,114, with net personalty £15,934. He left: £25 each to the clerks of Tyler and Co., "as were immediately before I became a partner in 1925 and shall continue to be members of the staff up to my death"; £100 to his clerk, Frederick Stack; £50 to his former clerk, Philip Cullen; to Lancing College any sum owing to him at the time of his death from the Lancing Improvement Fund, and, if none shall be owing, £200 in order that the interest may be available towards the maintenance and repair of the college buildings, or for such other purpose as may be determined.

Our County Court Letter.

SHOPKEEPERS' LIABILITY FOR OVERCROWDING.

THE behaviour of unruly customers gave rise to the recent case of *Thackery* v. *Pauldens Limited* at Manchester County Court, in which the claim was for £10 as damages for negligence. The case for the plaintiff (who was deaf and had poor eyesight) was that (1) she was ascending the staircase at the defendants' premises (for the purpose of making a purchase) when she was knocked down and trodden on by a crowd of people; (2) the latter were on the premises for the purpose of (*a*) receiving free cinema tickets from a firm star, or (*b*) obtaining his autograph. The defendants' case was that every precaution had been taken to prevent accidents, and six men had been stationed on the stairs with that object. His Honour Judge Leigh held that customers should not have been allowed to ascend the stairs (at the time when the celebrity appeared) as a rush at that moment should have been foreseen. Judgment was therefore given for the plaintiff for the amount claimed, with costs.

THE CORN SALES ACT, 1921.

THE scope of the above Act was recently considered at Worksop County Court in *Middleton* v. *Morrell*, in which the claim was for £3 7s. 6d. for the price of corn sold and delivered. The defence was that the corn was sold by the quarter, whereas the above Act, s. 1, stipulated that every sale relating to corn —unless it was by weight and by reference to the hundredweight of 112 lb.—should be void. The plaintiff contended that there was a definite understanding to sell by the quarter, and subsequent payments on that basis had been made without question. His Honour Judge Hildyard observed that the purpose of the Act was to avoid any question of the meaning of "quarter," and it was therefore provided that all sales must be by the hundredweight. The action therefore failed, and judgment was given for the defendant, with costs.

THE LIABILITIES OF HOTEL KEEPERS.

IN the recent case of *Coombes* v. *McVeigh*, at Torquay County Court, the claim was for £4 14s. 6d., being the value of a wrist watch, which had been sent to the plaintiff while she was staying at the White Lodge Hotel. The evidence was that (1) the watch, having been sent by registered post, was delivered to the hotel kitchen boy, who had been forbidden (by the defendant) to take letters; (2) the packet (containing the watch) had been placed on the kitchen table, but was never afterwards seen. His Honour Judge The Hon. W. B. Lindley held (in a reserved judgment) that (*a*) the postman was entitled to assume that the kitchen boy was a responsible person, for the purpose of receiving the packet; (*b*) the defendant, through himself or his servant, was liable for the loss of the watch. Judgment was therefore given for the amount claimed, and 7s. 6d. costs. See *Caldecutt* v. *Piesse* (1932), 49 T.L.R. 26, as to the liability (for lost property) of one who, though not an innkeeper, keeps a guest house for reward.

THE LANDLORD AND TENANT ACT, 1927.

IN the recent case of *Hey* v. *Martin*, at Scarborough County Court, the claim was for (1) a new lease of 38 South Crescent, Filey, or (2) £750 as compensation for goodwill. The plaintiff's case was that (*a*) he had conducted the premises as a private hotel for ten years; (*b*) in 1933 the property became decontrolled, and he received (in August) a notice to quit on the 6th October. The defendant contended that (1) as the plaintiff was still in possession, he was not entitled to compensation, under s. 4; and (2) he was not entitled to a new lease, as distraints for rent had been levied, and he was therefore not a suitable tenant. His Honour Judge Beazley (in a reserved judgment) upheld both these contentions, and judgment was therefore given for the defendant, with costs.

LIABILITY FOR ACCIDENT FROM BARBED WIRE.

IN the recent case of *McConnell* v. *Glossop*, at Nottingham County Court, the claim was for £50 as damages for an injury to the plaintiff's eye. The plaintiff's case was that (1) while walking across a piece of land, which she and other members of the public had habitually used, she encountered a piece of barbed wire 4 ft. 7 ins. from the ground; (2) she had never seen a notice-board stating "Trespassers will be prosecuted," although the defendant had admittedly tried to stop people using the path; (3) although there was no right of way, the fact of user by the public had caused the police to request the removal of the fence, which was dangerous. The defence was that the plaintiff was responsible for her own injury, and, being a trespasser, was not entitled to damages. His Honour Judge Hildyard, K.C., upheld this contention, and gave judgment for the defendant, with costs. Compare *Coleshill* v. *Manchester Corporation* [1928] 1 K.B. 776.

Obituary.

HIS HONOUR J. A. GREENE, K.C.

His Honour John Arch Greene, K.C., Judge of County Courts from 1928 until last October, died at Sheffield on Saturday, 31st March, at the age of fifty-eight. Educated at Giggleswick School and New College, Oxford, he was called to the Bar by Lincoln's Inn in 1900 and joined the North Eastern Circuit. He took silk in 1904, and the following year he was appointed County Court Judge at Brentford and an additional Judge at Bow. In 1930 he succeeded Judge Lias on Circuit 13 (Barnsley, Glossop, Rotherham and Sheffield) and he remained there until last October, when his health broke down. During the war he was Commissioner of the North-Eastern Division of the Ministry of Food.

MR. A. M. LATHAM.

Mr. Alexander Mere Latham, barrister-at-law, of Tanfield Court, Temple, Recorder of Birkenhead since 1912, died at Chelsea on Monday, 2nd April, at the age of seventy-one. Educated at Wellington and Brasenose College, Oxford, he was called to the Bar by the Inner Temple in 1890, and joined the North Wales and Chester Circuit. Mr. Latham played cricket for Cheshire from 1880 to 1893, and was a member of the M.C.C. and the Surrey County C.C.

Books Received.

Holy Deadlock. By A. P. HERBERT. 1934. Crown 8vo. pp. 311. London: Methuen & Co., Limited. 7s. 6d. net.

The Municipal Year Book, 1934. Edited by JAMES FORBES. Demy 8vo. pp. xliv and 1474. London: The Municipal Journal, Ltd. 30s. net.

The Study of Ecclesiastical Law. By ROBERT AMOR WATERS, D.C.L. 1934. Newcastle-upon-Tyne: Andrew Reid & Co., Ltd. Price 6d.

Outline of the Law of Landlord and Tenant. Fifth Edition. 1934. By EDGAR FOA, M.A., of the Inner Temple, Barrister-at-Law. Crown 8vo. pp. 168. London: The "Law Times" Office. 7s. 6d. net.

Stone's Justices' Manual. Sixty-sixth Edition. 1934. Edited by F. B. DINGLE, Solicitor, Clerk to the Justices for the City of Sheffield. Demy 8vo. pp. ccxciii and (with Index) 2351. London: Butterworth & Co. (Publishers), Ltd. 37s. 6d. net. Thin edition 42s. 6d. net.

The Law Quarterly Review. Vol. L. No. 198. April, 1934. London: Stevens & Sons, Ltd. 6s. net.

To-day and Yesterday.

Legal Calendar.

2 April.—On the 2nd April, 1794, Thomas Walker, "an eminent merchant, at Manchester, and a truly honest and respectable man," was tried at Lancaster for conspiring "to overthrow the constitution and government of this kingdom, as by law established, and to aid and assist the French then and there being enemies to and in open war with our said lord the king, in case such enemies should enter into and invade this kingdom in a warlike and hostile manner." Evidence was given that large meetings had been held at his house where people talked politics, drilled and planned to overthrow the constitution. However, the principal witness against him was found to have committed perjury, and he was accordingly acquitted.

3 April.—On the 3rd April, 1883, Lord Justice Brett succeeded Sir George Jessel as Master of the Rolls. Two years later, he was raised to the peerage as Lord Esher. As a judge, he displayed very prominently a rough common sense, and an impatience with technicalities when they impeded the doing of substantial justice, as measured by the criterion of "people of candour, honour and fairness." In adopting such an attitude, a judge tends to assimilate his functions to those of a jury and this was Lord Esher's failing. In his manner, a stern and brusque exterior masked a profound kindness of heart.

4 April.—In an era of ostentation, Lord Chief Justice Kenyon lived with unrepentant parsimony, although his savings were enormous, most of them invested in real property in his native Wales. His meanness was the mock of the time, and jokes on his thrift pursued him to the grave. When he died on the 4th April, 1802, the hatchment put over his door, in Lincoln's Inn Fields, displayed the motto "*Mors janua vita.*" According to his successor, Lord Ellenborough, this was not a painter's slip, but was done in pursuance of the deceased's express directions, "that the estate should not be burdened with the expense of a diphthong."

5 April.—On the 5th April, 1603, James I, while still in Scotland, re-appointed Sir Thomas Egerton Lord Keeper, an office which he had held for seven years under Elizabeth. Three months later, the new king appointed him Chancellor and raised him to the peerage. His venerable presence as a judge is said to have drawn spectators to his court "in order to see and admire him," but on occasion he is said to have been severely sarcastic to suitors before him. Bishop Hacket described him as one "*qui nihil in vita nisi laudandum aut fecit, aut dixit, aut sensit.*"

6 April.—James Alan Park, the son of a surgeon practising in Edinburgh, was born there on the 6th April, 1763. He became famous as Mr. Justice Park.

7 April.—When Lord Abinger, Chief Baron of the Exchequer went on circuit in 1844, he appeared to be in full health and vigour, despite his seventy-five years. However, after sitting at Bury St. Edmunds on the 2nd April, despatching the business with his usual clearness and skill, he was suddenly seized with apoplexy at nine o'clock that night. He never spoke again, but after lying speechless for five days at his lodging, he expired on the 7th April.

8 April.—On the 8th April, 1816, George Barnett, was tried at the Old Bailey for shooting a pistol at Frances Kelly, a Drury Lane actress. In the middle of the farce, "The Merry Mourners," he had risen from his place and fired at her. Evidence was given that from childhood the prisoner had always been reserved and gloomy, that he had been apprenticed to a law stationer and injured his health by overwork and that he was often incoherent in his manner, and, in talking of theatricals, declared that he could play better than Mr. Kean. On the summing up of Mr. Baron Wood, he was acquitted on the ground of insanity.

The Week's Personality.

Mr. Justice Park was an odd mixture of unsophistication, good sense, irritability, kind-heartedness, sobriety, liveliness, self-complacency, piety and conscientiousness. As a lawyer, he was not above mediocrity, but his short concise judgments always had point and clarity. Here is a contemporary's impression of him: "He is always on the *qui vive*. No one ever saw him look drowsy on the bench. I doubt if the most soporific case that ever came before a court . . . would cause him to feel even an inclination to doze. A pair of more lustrous lively eyes than those of Mr. Justice Park are not, I will answer for it, to be seen in London; and the general expression of his face is made to match. It is full of life. The fact is that he attaches infinite importance to everything in which he is engaged. He throws his whole soul into the case he is called on to decide, no matter of how little interest that case may be . . . He is always making some remark, or asking some question in the course of the proceedings which admonishes the counsel engaged in the case that they must be all attention." Throughout his judicial career, he evinced a particular interest in attorneys' clerks, considering that much of the future respectability of the profession depended upon the way in which they were trained.

Cannes Remembers a Chancellor.

People visiting Nice before the end of April will find at the Musée Masséna an interesting exhibition illustrating the English connection with the Riviera. The features of Lord Chancellor Brougham may be studied in no less than twelve portraits. There are also a sketch of his funeral at Cannes and a photograph of the Château Eleonore, which he built on his estate there and called after his daughter. He did much to make the charms of Cannes well known, obtained from King Louis Philippe a *subvention* for the improvement of its harbour and, after the revolution of 1848, even aspired to represent it in the French National Assembly. He actually applied for French naturalisation, only renouncing the idea when he discovered that this would entail a total abandonment of his English nationality. When the incident was made public, the London press scoffed unmercifully at the aspirations of "Citoyen Brougham," and pictured him led to the guillotine, "chanting with sincere enthusiasm and a strong Northumbrian burr:

"*Mourir pour la patrie,*
C'est le sort le plus beau, le plus digne d'envie."

At Cannes, he was long remembered with an affection reflected in the verses on his statue there:

"*Entre le jour et l'ombre il vent un peu d'espace;*
Il veut l'oubli flottant sur la vague qui passe;
Il vent l'or du soleil dans son ciel obscurci.
Voilà pourquoi, debout, le doigt montrant la terre,
Il enlace au palmier la rose d'Angleterre . . ."

Young at the Bar.

In a recent case before the Divisional Court, a question arose as to the fitness of a barrister of five days' standing to act as umpire in an arbitration. In support of the award it was argued that call *per se* without seniority was qualification enough, and that many a man is fit for any legal task on the very day of his call—eminent solicitors, for example, who choose to change professional horses. Probably, the most striking example of instantaneous qualification was Judah Benjamin, who having served the Confederate States in the American Civil War as Attorney-General and as Secretary of State, fled to England when the North vanquished the South. He joined Lincoln's Inn in January, 1866, and through the influence of Lords Justices Giffard and Turner and Vice-Chancellor Page Wood, he was called to the Bar in June of the same year. From the very beginning, he never allowed himself to be under-estimated. Once, when an extremely large bundle of papers arrived with a modest fee of

five guineas, he left them unopened till they were called for. He then informed the clerk that the fee sent covered taking in the papers, but not reading them. This was at the time when his fortunes were at their lowest.

Notes of Cases.

House of Lords.

Stepney Borough Council *v.* **John Walker & Sons, Limited.**
6th March, 1934.

DE-RATING—INDUSTRIAL HEREDITAMENTS—VALUATION LIST.

This was an appeal by the borough council from an order of the Court of Appeal of 29th November, 1932, that a writ of mandamus should issue directed to the appellants as the rating authority of the Parish of Stepney, commanding them to insert four hereditaments, of which the present respondents were owners and occupiers, in Part II of the Quinquennial Valuation List, 1932, which dealt with "Industrial hereditaments," or in such list as was then in force. The order of the Court of Appeal set aside an order of a Divisional Court dated 22nd July, 1932, by which it was directed that an order of 27th April, 1932, that the appellants should show cause why a mandamus should not issue commanding them to insert the four hereditaments in Pt. II, should be discharged. The four hereditaments inserted by the appellants in Pt. I were contiguous and constituted one set of premises, which were registered as a factory under the Factory Acts. The two main questions on the appeal were: (1) Whether the appellants were at any material time under a duty enforceable by writ of mandamus to insert the hereditaments in Pt. II, and (2) whether the modes of relief provided by the Valuation (Metropolis) Act, 1869, disentitled them from obtaining the writ of mandamus.

Lord TOMLIN, in giving judgment, said he had the advantage of considering the opinion of Lord Wright, in the conclusions of which he concurred. As however a different view was taken by the Court of Appeal, he desired to say that those conclusions did not in any way involve or imply the restriction of the recognised scope of the writ of mandamus. The position of the appellants was such as to make it impossible to say that under the relevant Acts there was default on their part in performance of any public duty. It was plain that when the appellants settled the Quinquennial Valuation List, 1930, it was not their duty to put the respondents' hereditaments into Pt. II. On the contrary, as matters then stood, it was their duty not to do so. He thought therefore that the appeal should be allowed.

Lord WRIGHT, in his judgment, said it was said that it was an injustice that the hereditaments should remain in list I. Now it was clear that in law they should be in list II, and that it was the function of mandamus to cut through procedural obstacles, but the answer was that what the courts dealt with was justice according to law. Law no doubt was concerned to achieve so far as possible just results, but it was also concerned to achieve finality. A state of things finally and without appeal established in accordance with the current state of the law could not be undone simply because a later and higher authority had in another case shown that the law was misconceived in the earlier case. In his opinion the appeal should be allowed, the order of the Court of Appeal should be set aside, the order of the Divisional Court should be restored and the respondents should pay to the appellants their costs in that House and below.

Lords WARRINGTON, RUSSELL and MACMILLAN gave judgment to the same effect.

COUNSEL: *Wilfrid Greene*, K.C., and *Hubert Hull*; *Sir William Jowitt*, K.C., *Maurice Healy*, K.C., and *Reginald T. Sharpe*.

SOLICITORS: *Town Clerk, Stepney*; *Redfern & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Hawkes & Son (London) Ltd. *v.* **Paramount Film Service, Ltd.** Eve, J. 20th March, 1934.

COPYRIGHT—MUSICAL—INFRINGEMENT BY NEWS FILM—MECHANICAL REPRODUCTION—"FAIR DEALING"—COPYRIGHT ACT, 1911, ss. 1, 2.

This was an action to restrain the alleged infringement of musical copyright in a news film which was said to be a test case. The plaintiffs, a firm of music publishers, were the owners of the copyright in a musical composition called "Colonel Bogey," and they said that the second defendants Olympic Kinematograph Laboratories, Limited, made and sold and/or hired and delivered to the first defendants the Paramount Film Service, a talking film reproducing a substantial part of that musical work. The plaintiffs claimed an injunction to restrain the defendants from the alleged infringement of their copyright, delivery up of all infringing films and damages. The defendants denied that any substantial part of the musical work could be mechanically reproduced by the film. If it could, it could only be so reproduced as an integral part of a reel by which the ceremony, at the opening of the Royal Hospital School at Holbrook by the Prince of Wales, on 23rd July, 1933, when the boys marched past while the band was playing "Colonel Bogey," might be mechanically reproduced. The defendants denied that that amounted to any infringement of copyright, and they relied on s. 2 (1) (i) of the Copyright Act, 1911, and said that it was a "fair dealing" for the purposes of "review or newspaper summary."

EVE, J., in giving judgment said the question he had to determine was whether there had been actionable infringement of the plaintiff's copyright. If so it would seem to involve the notion that the introduction into the babel of sound inseparable from any pageantry of a few bars of music would constitute an infringement calculated to prejudice the rights of those whose aim was to reproduce the spectacle as a whole. He could not bring himself to believe that that could be right. In this particular case he was of opinion that, (1) no substantial part of the work had been reproduced, it appeared that the whole work would take four minutes to play and that the part recorded on the news reel took twenty seconds, (2) if he was wrong in applying that measure for determining the relative substantiality of the part taken and that not taken, that the acts of the two defendants constituted a "fair dealing" with the work under s. 2 (1) (i) of the Act, (3) it was impossible that what had been done could inflict any substantial injury on the plaintiffs' monopoly or invade any market of the plaintiffs, actual or problematic, (4) it had not been proved that the first defendants had knowledge that the work was being infringed. The action would be dismissed with costs.

COUNSEL: *Henn Collins*, K.C., and *K. E. Shelley*; *Archer*, K.C., and *E. J. Macgillivray*.

SOLICITORS: *Syrett & Sons*; *Kerly, Sons & Karuth*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

In re **Eustace Miles Foods (1921) Limited.**
Eve, J. 26th March, 1934.

WINDING-UP PETITION—SCHEME OF ARRANGEMENT—REDUCTION OF CAPITAL—DISMISSAL OF PETITION.

This was an application by creditors for the compulsory winding-up of this company which was formed in 1921 with a nominal capital of £50,000, in 9,000 participating preference shares of £5 each, and 1,000 deferred shares of £5 each, of which £45,795 was paid up. The scheme of arrangement not only proposed to reduce the capital of the company but to issue £4,000 debentures at 6 per cent. per annum, to secure moneys which were to be advanced to the company and were now on deposit in joint names. It was proposed out of these cash resources to pay preferential creditors in full and 5s. in the

pound to unsecured creditors, thus absorbing £2,250, and leaving £1,750 to enable the company to carry on. The balance of 15s. in the pound, payable to the unsecured creditors, would be secured by the issue of 6 per cent. debenture stock, to rank immediately after the debentures for £4,000, and the company covenanted not to issue any other debentures or debenture stock. The scheme was passed by a large majority.

EVE, J., in giving judgment, said it was news to him that, by its memorandum of association, it had taken power to carry on the trade or business, amongst others, of butchers, but there was no evidence whether or not he had carried on such a business, and he must assume that it had subsisted on the more vegetarian foods which were associated with the products of the company. Unfortunately, that seemed to have depreciated its vitality, as the petition revealed the fact that the company was hopelessly insolvent. But friends had come forward with new money, which they regarded as sufficient to keep it going. Alterations in the management had been made which would be calculated to diminish expenses, and an offer to provide £4,000 on certain terms had been accepted by the creditors. The intention of the court was not to review the wisdom or it might be the folly of those who put forward such a scheme as the present one, nor was it for the court to examine such schemes too closely. He (his lordship) did not mean by that that the court would allow a scheme to go forward which would do wrong or work injustice to individuals. He (his lordship) must perforce accept the view that it was not so wrong a scheme that no business man could accept it. He would sanction the scheme as amended, confirm the reduction of capital, and dismiss the petition for winding up.

COUNSEL: *J. B. Lindon*, *A. de W. Mulligan*; *Robert Fortune*; *Cyril Radcliffe*, and *H. E. Salt*.

SOLICITORS: *Romer, Skan & Brashier*; *Leader, Plunkett and Leader*; *Langford, Borrodale & Thaine*; *Kenneth Brown, Baker, Baker*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

The Solicitors' Law Stationery Society, Ltd.: Annual Report.

The forty-fifth annual general meeting of the Society was held at 102-7, Fetter-lane, E.C.4, on Tuesday, 27th March, Sir Bernard E. H. Bircham, K.C.V.O., being in the chair.

After the Secretary had read the notice convening the meeting, and the auditors' report, the Chairman said:—

I now have pleasure in moving the adoption of the Directors' report and the approval of the accounts.

In my speech at the last annual general meeting, I said that our records showed that, from the beginning of last year, we had been doing considerably better business than during the same period of the previous year, and expressed the hope that this improvement would continue. I am glad to report that my hopes have been fulfilled. Throughout the year, at our Board meetings, we had reassuring figures indicating that, though the depression in industry might still be affecting other businesses, ours seemed to have recovered its prosperity, and the auditing of our accounts has proved that this is so. The profit of £56,829 8s. 2d. made last year is larger than the profit made by the Society in any previous year, and compared with the profit of £38,849 18s. 1d. in 1932, shews an increase of £17,979 10s. 1d. Practically all departments of the Society's business have done better than in the previous year.

Turning to the Directors' report, you will see that we recommend that a dividend of 12 per cent. per annum should be paid in respect of last year, on account of which an interim dividend of 4 per cent. was paid on the 1st November last. This rate of dividend is the same as that paid in respect of the years 1929 and 1930; the dividends in respect of 1931 and 1932 were at the rate of 9 per cent., and I think you will agree with the Board in considering that this is a very satisfactory result. The dividend and bonuses to the customers and staff will amount to £46,852 18s., and out of the balance the Directors propose to write off the sum of £361 4s. 6d. appearing in the balance sheet as copyright, to write the sum of £5,000 off freehold premises, to add £2,500 to the general reserve account, and to place £2,000 to a women's pension reserve, carrying forward the sum of £10,337 2s. 7d., against £10,221 16s. 11d. carried forward last year.

I feel that I should mention the great loss which the Society sustained during the year through the death of Mr. Edward Francis Turner, who had been a Director of the Society for thirty-three years. I should like to emphasise the good services that Mr. Turner rendered to the Society during all those years, and how very much his colleagues lament his loss. His character and personality were of the kind that made him much beloved, and it is no idle formality to say that his place will not easily be filled.

The board sustained a further loss through the death of Mr. Dillon Ross-Lewin Lowe, who had been a director since 1926, and who, notwithstanding the heavy handicap of bad health during the last two years of his life, courageously performed his duties up to the end.

I think we have been very fortunate in obtaining the services of our two new directors, Mr. Douglas Thornbury Garrett, of the firm of Messrs. Parker, Garrett & Co., and Mr. Harvey Forshaw Plant, of the firm of Messrs. Gregory, Rowcliffe & Co. Both these gentlemen have proved, and I have every confidence will continue to prove, very valuable additions to the board.

If I may turn for a moment to the balance sheet, there are not many items that I need refer to. You will see a new item in the account, "Taxation Reserve, being Income Tax deducted from Interim Dividend." Its appearance is due to the fact that for the first time since 1914 the board decided to pay an interim dividend, and having regard to the many letters of appreciation of its payment which we received from shareholders, we shall continue the practice when we feel that we are justified in doing so.

You will notice that the reserve account now amounts to £63,179, or nearly half our subscribed capital.

Turning to the other side of the accounts, you will notice that though the cash at bank and in hand is lower than at the 31st December, 1932, the investments amount to £41,775, against £19,936 at the end of 1932, and that the market value of the investments is somewhat higher than their cost. As an indication of the strong financial position of the Society, I should like to point out that the liquid assets represented by cash, investments, debtors and stocks amount to the sum of £145,151 12s. 4d., while the liability only amounts to £35,283 17s. 7d., showing a surplus of liquid assets over such liabilities of £109,867 14s. 9d.

With regard to machinery, plant and type, we made considerable additions during the year owing to the increased business; while it is satisfactory that the figure representing stocks is somewhat decreased.

Turning to the profit and loss account, the working expenses at departments and the expenses at head office are much the same as in 1932, but this year we show for the first time that rents chargeable to departments occupying our freehold premises are deducted from such expenses, although this practice has been in existence for many years. The rents received from our tenants amounting to £516 8s. 4d. appear on the other side of the account.

I have now dealt with the directors' report and the accounts, but there is a matter which I should like to mention to you, and that is that early in April we are opening a branch at Birmingham for the convenience of our shareholders and customers in that city. We have found what we consider very suitable premises at 77, Colmore-row, in the heart of the city, where a complete stock of our numerous law forms and all other requisites for a solicitor's office will be available. Law-writing, typewriting and duplicating will be executed on the premises. I sincerely hope that shareholders in Birmingham and neighbourhood will do all they can to promote this new venture of ours by supporting the branch with their orders.

In conclusion, gentlemen, I should like to say that the wonderful report we have to present to you to-day is largely due to the admirable work of our manager and staff, and first and foremost we acknowledge our deep indebtedness to our manager and colleague, Mr. Cahusac. His services to the Company have extended over many years, and it must be a source of very great pride and gratification to him to know that the profit made in 1933 constitutes a record in the annals of his management. He is, as you know, most ably assisted by our Secretary, our Accountant, and the heads of the various departments, and last, and not least, by the rank and file of all the Company's employees. After all, while the Directors do their best to steer the ship through good and bad weather—they do what they can—the Manager and the staff are the crew who have to keep the ship trim and seaworthy, and right well they have done it.

I now beg to move the adoption of the report and the approval of the accounts, and I will ask Mr. Barham to second the motion. Afterwards, I shall be pleased to answer to the best of my ability any questions which shareholders may wish to put to me.

The motion was seconded by Mr. F. E. F. BARHAM and carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. BARHAM, it was unanimously resolved to pay a dividend of 12 per cent. per annum, and to distribute bonuses to the customers and the staff in accordance with the Articles.

The Directors retiring in accordance with the Articles, Mr. Douglas Thornbury Garrett and Mr. Harvey Forshaw Plant, and the Directors retiring by rotation, Mr. F. E. F. Barham and Sir Bernard E. H. Bircham, K.C.V.O., were re-elected.

The Auditors, Messrs. Fuller, Wise, Fisher & Co., were re-elected for the ensuing year.

The meeting closed with a vote of thanks to the Chairman, the Directors, and the staff, proposed by Mr. GWYNNE JONES.

Parliamentary News.

Progress of Bills.

House of Lords.

Air Force Reserve (Pilots and Observers) Bill.
Royal Assent. [28th March.

Aire and Calder Navigation Bill.
Royal Assent. [28th March.

Betting and Lotteries Bill.
Read First Time. [27th March.

Birmingham United Hospital Bill.
Read Third Time. [28th March.

Brighton, Hove and Worthing Gas Bill.
Read Second Time. [27th March.

British Hydrocarbon Oils Production Bill.
Royal Assent. [28th March.

Consolidated Fund (No. 1) Bill.
Royal Assent. [28th March.

Dyestuffs (Import Regulation) Bill.
Royal Assent. [28th March.

East Worcestershire Water Bill.
Read Second Time. [28th March.

Electricity Supply Bill.
Read First Time. [27th March.

Gas Undertakings Bill.
Read Third Time. [27th March.

Indian Pay (Temporary Abatements) Bill.
Royal Assent. [28th March.

Judiciary (Safeguarding) Bill.
Amendments reported. [28th March.

Marriage (Extension of Hours) Bill.
Read Second Time. [27th March.

Mining Industry (Welfare Fund) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order (Accrington) Bill.
Read First Time. [27th March.

Ministry of Health Provisional Order Confirmation (Belper) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order Confirmation (Crosby, Litherland and Waterloo Joint Cemetery District) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order Confirmation (North Buckinghamshire Joint Hospital District) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order Confirmation (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order Confirmation (Wirral Joint Hospital District) Bill.
Royal Assent. [28th March.

Ministry of Health Provisional Order (Watford) Bill.
Read First Time. [27th March.

North Atlantic Shipping Bill.
Royal Assent. [28th March.

Public Works Facilities Scheme (Boston Corporation) Confirmation Bill.
Royal Assent. [28th March.

Public Works Facilities Scheme (Huddersfield Corporation) Confirmation Bill.
Royal Assent. [28th March.

Rural Water Supplies Bill.
Royal Assent. [28th March.

Shops Bill.
Read Third Time. [28th March.

Somersham Rectory Bill.
Royal Assent. [28th March.

South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport, and Central Hospital, Plymouth (Amalgamation, &c.) Bill.
Read Second Time. [28th March.

South Metropolitan Gas (No. 1) Bill.
Read Second Time. [27th March.

Summary Jurisdiction (Domestic Procedure) Bill.
Read First Time. [27th March.

Tithe Bill.
Read First Time. [27th March.

West Gloucestershire Water Bill.
Read Third Time. [27th March.

House of Commons.

Army and Air Force (Annual) Bill.
Read Second Time. [27th March.

Birmingham United Hospital Bill.
Read First Time. [28th March.

Chailey Rural District Council Bill.
Reported, with Amendments. [28th March.

Church House (Westminster) Bill.
Read Third Time. [29th March.

Coal Mines Bill.
Read Second Time. [28th March.

International Economic Sanctions (Enabling) Bill.
Read First Time. [27th March.

Land Settlement (Scotland) Bill.
Read Second Time. [27th March.

Poor Law (Scotland) Bill.
Read Second Time. [27th March.

Protection of Animals (Cruelty to Dogs) (Scotland) Bill.
Read First Time. [29th March.

Solicitors Bill.
Read First Time. [27th March.
South Metropolitan Gas (No. 2) Bill.
Read Third Time. [29th March.
Stockport Corporation Bill.
Reported, with Amendments. [27th March.
West Gloucestershire Water Bill.
Read First Time. [27th March.

Questions to Ministers.

COUNTY COURT COSTS.

Mr. L. SMITH asked the Home Secretary whether his attention has been called to the disproportionate amount of costs in county courts in connection with very small debts; and whether the committee which is considering the whole question of imprisonment for debt will take this fact into its consideration.

Sir J. GILMOUR: I have no information regarding the matter referred to in the first part of the question. Proceedings in county courts are not within the terms of reference of the committee to which my hon. Friend refers.

[28th March.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 12th and 13th March, 1934 :—

Willie Andreae-Jones, B.A. Oxon, James Albert Norman Bailey, Lydia Josephine Horton Baker, John Watling Balmer, B.A. Oxon, Reginald John Barnes, Geoffrey England Barren, Edward Austin Boothroyd, Eric John Cope Brown, Thomas Needham Cartwright, Basil Geoffrey James Cash, George Pountney Peregrine Chesshire, Edward Billinghurst Chester, Kenneth Handley Chorlton, William Henry Clarke, Robert Sydney Clegg, Francis Bellett Cockburn, Arthur Patrick Cocks, Robert Cooke, LL.B. Manchester, William Henry David Crawford, Bryan Woodrow Cross, George Henry Crowe, Arthur John Davey, Albert Charles Dollamore, Charles William Brien Duckworth, John Arthur Dunkerley, Samuel Emanuel, Jack Rowland Ennion, Kenneth Stanley Dacre Ennion, Elwyn Evans, Geoffrey Charles Forbes, Henry Arthur Fox, LL.B. London, James William Francis, George Hubert Gill, Arthur Douglas Ariel Gillett, Ronald Harry Graveson, LL.M. Sheffield, Robert Wilton Gwyther, Alwin John Harriss, John Reginald Hassell, M.A. Cantab., Philip Gerard Herrin, Ian Moore Hezlett, M.A. Cantab., Harry Hick, Geoffrey Victor Hickman, George Alfred Hinton, Jessie Marion Holloway-Pike, Stuart Arthur Jennings Howieson, M.A. Oxon, Charles William Hunt, Llewelyn John, Ernest Johnson, James Owen Jones, Margaret Jones-Bateman, B.C.L., Oxon, Joan Meredyth Chichele Jullien, Richard Henry Kennedy, Henry Norman Kenward, John Douglas Kerr, B.A. Cantab., Ralph Malcolm Macdonald King, Robert Jasper Stuart King, William Lansdale, LL.B. Manchester, Hugh Lascelles Leedham-Green, B.A. Oxon, Donovan Doyle Longmore, Wilfrid Robert Lush, B.A. Oxon, Alexander McKenzie, Ian Maclean, B.A. Cantab., Ewart Kenneth Martell, LL.B. London, Claude Shaw Mayes, Laurence Henry Meave Middleton, M.A. Oxon, Kenneth Burton Moore, LL.B. Birmingham, Stanley Edward Naish, M.A. Oxon, John Austen Naylor, Kenneth Ronald Fielding Newton, Francis Hugh O'Reilly, Richard Idris Kerfoot Owen, LL.B. Wales, Julian Arthur Beaufort Palmer, B.A. Oxon, Arthur Dowdeswell Parry, Kenneth Sugden Pearson, LL.B. Leeds, Wilfrid Douglas Pelling, Patrick Haber Pepper, Alfred William Platts, B.A. Oxon, Thomas Edward Purchas, M.A. Oxon, William Herbert Richardson Radford, David Rapoport, John Linford Rees, LL.B. London, Kenneth Robert Riddell, B.A. Cantab., Donald Woollaston Rigbey, John Atherstone Rigby, LL.B. Liverpool, Leslie Swift Rigby, John Bertram Rose, LL.B. London, Leonard Lewis Rossiter, Richard D'Arcy Hamilton Rowland, Edmund Whiting Roythorne, Stephen Russell, Gerald Francis Rutledge, George Harold Malcolm Scatliff, Anthony Ashworth Scott, Walter Basil Sirr Sheldon, George Alfred Smith, Harold Wilfred Smith, William Stanley Smith, Arthur Lindley Soar, Ernest Frank Stout, William Watts Sturgess, Philip Stenning Swatman, Thomas William Swift, LL.B. Liverpool, George Rammell Taylor, Cyril Francis Thatcher, Robert Willis Thompson, Alfred John Turner Thomson, Henry Thorpe, Kenneth Turnbull, George Henry Twyford, Seymour Tylke, Allan Dodson Vickerman, B.A. Cantab., John Langton Waite, Walter Henry Walker, Daniel Robertus Walsh, David Walters, Arnold Lingen Watson, Geoffrey Royce Webb, Joan Whadcoat, Charles Alfred White, John White, Francis John Williams, Penri Williams, Digby Willoughby, James Wolstan Wilson, Joseph Edward Wilson, Alan Maurice Witter, Sidney John Wood, Davies Worth, Frederic Arthur James Polhill Wright, Alfred Robert Young.

No. of Candidates, 240. Passed, 130.

The Council have awarded the following Prizes: To Ewart Kenneth Martell, LL.B. London, who served his Articles of Clerkship with Mr. Henry Nelson Tebbs, of the firm of Messrs. Tebbs & Son, of Bedford, the Sheffield Prize (founded by Arthur Wightman, Esq., value about £35; to Alwin John Harriss, who served his Articles of Clerkship with Sir Alexander Pengilly, of Weymouth, the John Mackrell Prize, value about £13.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 14th and 15th March, 1934.

A candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Frank Edward Norman Croucher, Stanley James Green, James Alexander Stewart Hamilton, B.A. Oxon, Rupert James Mawson Howe, William Willis Ruff, Peter Norton Townsend, Herbert Mark Wagland, Wilfred Knoyle Wood.

PASSED.

John Penrose Angold, B.A. Oxon, Neville Granger Herford Atkinson, Philip Herbert Bartlett, Harry George Boulton, Charles James Bowes, Harold Buckley, Drewery Frank Bunkall, Henry James Knightley Burne, Derek Joseph Burridge, George Henry Caudwell, Aline Heather Chadwick, Charles Joseph Clark, Godfrey Bruce Clark, John Roderic Clay, Denis James Bond Cockshutt, Ralph Cohen, Kenneth Noel Cooke, Ronald Henry Cross, Thomas Edgar Darby, Leslie Eric Duncan Darley, Godfrey Mark Davis, George Dickinson, Roger Dowley, John Mellor Duxbury, Charles Godfrey Everatt, John Leigh Faithfull, Thomas Burton Flewitt, Grenville Howard Francis, Edward Frederick George, George Edward Grindrod, Harold Frederick Groves, Jack Joseph Guy, Frank Harland, Harold Spedding Haslam, Harry Richard Haydon, Denis Hayes, James Heyes, Frederick Walter Hill, Clement Woods Hurley, Ambrose John Hutton-Squire, B.A. Cantab., Sydney Solomon Jacobs, Arthur Maltby James, John Morgan Jenkins, Hugh Oliver Jones, M.A. Glasgow, Abraham Nathan Levinson, Charles Peter Stanley Ligertwood, Robert Hugh Likeman, Michael Dickinson Lister, Leslie Ernest Ludford, Eric Angelo McCullagh, Patrick Rolland MacIver, Janet Mary Martin, Norman Alexander Morgan, Simon Mundy, B.A. London, George Kenneth Mynett, David Naphtali, Francis Byrne Nunney, B.A. Oxon, Charles Vincent Parker, Roland Cranstoun Pennefather, James Joseph Perkin, Brenda Mary Randall, John Edward Rhodes, Michael Richards, Kenneth Wilfred Riddle, Angus Thomas Roberts, Bernard Morris Rudge, Warwick Waghorn Sayers, David Miller Scott, B.A. Cantab., Harold Evan Spicer, M.A. Cantab., Lionel Ashton Stray, John Ronald Stredder, Peter Donald Stuart, Harold Bernard Supperstone, Frank Symons, Robert Herman Tattersall, B.A. Cantab., John Arthur Trapnell, Cadwaladr Andrew Vaughan, Harold Grenville Walker, Eric John Warburton, Victor Stuart Way, Andrew Guthrie White, Wyndham Henry Williams, William Felix Henry Francis Wilson, B.A. Cantab., Robert Andrew Wotherspoon, Cyril Frederick Wreford, William Malcolm Wright, Walter Vernon Wright, George Clifford Young, Donald Davison Youngs.

The following candidates have passed the Legal portion only :—

John Felix Frederick Calland Adams, Edmund Akenhead, Peter Alfred Ascroft, Alan Ashcroft, William Oliver Bainton, John Dickens Baker, Lawrence Barnett, David Barton, B.A. Cantab., Lister John Frank Alton Batchelor, B.A. Oxon, Claude Anthony Wake Beaumont, B.A. Oxon, Robert Eric Beesley, John Cecil Binns, Andrew George Watson Boggon, Anthony Ashworth Briggs, Alan Jack Brimacombe, Roy Brockington, Richard Michael Latham Brown, John Budd, Vernon Osbart Douglas Cade, Stanley Carl Walter Carlson, Neville Ernest Chennells, William Henry Morton Clifford, B.A. Cantab., James Cohen, Robert Russell Cook, Reginald James Herbert Cooke, B.A. Oxon, Frederick Clive Copestake, Henry Alexander Corsellis, B.A. Cantab., Eileen Mary Adcock Cushman, David Sylvan Davies, Herbert Gordon Davies, Ewart Donald Dennis, Charles Neville Dixon, Edward Hickling Dixon, Charles Lynton Dodd, John Robert Emil Droogleever, Antony Nevile Duke, John James Darbey Duke, Amos Eastham, James Thomas Eccles, Arthur Harold Manners

Edney, John William Emmerson, Harold Edward Entwistle, Thomas Webster Fagg, Robin Fox, Stephen Marriott Fox, Leonard Vincent Fry, Ronald Thorneloe Gardner, Herbert Montandon Garland-Wells, M.A. Oxon, Raymond Claridge Gill, Peter Jervis Gordon, Norman Harold Green, George Ernest Cleveland Gregor, B.A. Cantab., Josiah Rees Tudor Griffiths, James Louis Theodore Guise, B.A. Oxon, John Robert Haines, Philip Alexander Hamilton, Cecil Harry Noel Hamilton-Miller, B.A. Cantab., John James Hammond, Theodore Hill Harding, James Harrowell, Dorothy Heaton, Albert John Henman, Kenneth William Highway, Wycliffe Percy Hill, Richard Henry Hinton, Peter Dunsmore Howard, Leslie Edwin Hutchinson, Denis Hutton, William Reginald Ingle, John Barron Irvine, Antony Raymond Jabez Jabez-Smith, Gordon Willan Jackson, Alan Gareth James, B.A. Wales, Francis Howard James, Russell Jessop, George Gordon Jeudwine, Frank Beverley Jewson, Ronald Thomas Charles Lahey-Bean, Maurice Blythe Lamacraft, Charles Lambert, Ronald Arthur George Lambert, Barbara Langdon-Down, B.Sc. London, Arthur Goodridge Lanham, Eustace Ronald Lee, B.A. Oxon, Stanley Lawrence Lees, B.A. Oxon, Charles Le Grice, Thomas Alfred Lewis, Leslie David Lipson, Bernard Williamson Little, Geoffrey Hawthorne Lydall, Arthur Jeffery Lyne, Joan McIlveen, Donald Stuart Houghton McKie, James Elliot Doughty Macvie, David Maltz, Charles Heathcote Wilson Messer, B.A. Cantab., Jack Eric Miller, Frank Ben Derwent Moger, Richard Scard Morgan, Frederick Ralph Mottershead, Edward Hill Nicholson, Stanley John Norton, Charles O'Connor, Charles John Pack, Anthony Robert Mortan Palmer, David Pelham Papillon, Alexander Vernon Fitzroy Parker, Godfrey Martin Ellis Paulson, B.A. Cantab., Arthur Bernard Pearce, Francis Layton Perkins, John Rous Stewart Peter, Susan Dorothy Pickering, Fred Pickles, Evelyn Bessie Pilkington, Donald Mackay Pitt, Geoffrey Noel Porter, Frank Stewart Purfield, Carey Francis Martin Randall, Arthur Henry King Robinson, Brian John Robson, B.A. Cantab., Philip Christopher Roscoe, Roland Henry Christopher Rowlands, William Henry Rowlands, Herbert Priestley Rushton, Arthur Edwin Russell, Denis Hubert Geoffrey Salt, Maurice James Frederick Saxton, B.A. Oxon, Thomas Brook Seldon, John Charles Sellars, Clifford Shaw, Gordon Sheldon, Leonard Shibko, Isidore Stanley Silverstone, Norman Allan Macdonald Sitters, Ralph Smalley, Bryan Smart, Geoffrey Dunford Smith, George Ernest Collett Smith, John Farley Spry, B.A. Cantab., Gordon Kaye Stephenson, Ronald Webster Storr, B.A. Cantab., Ronald Stott, Stewart Dare Stubbs, Alfred Swales, Fred Tadman, Bryan Tassell, Samuel Arthur Joseph Thomas, Robert Edward William Todhunter, Edward Hugh Townend, Brian Weldon Tubbs, Cecil Robert Costeker Turner, B.A. Cantab., John Francis Webster Unsworth, Frank Leslie Vassie, John Chivers Walker, Edward Philip Patrick D'Arcy Walton, Arthur Philip Whitehead, Steven Ashley Whitteridge, Frank Wilders, John Woolf Wilkins, James Henry Wilkinson, Edward Randolph Wiltshire, Henry Marcus Winocour, Robert Ray Witham, Percy Benjamin Elliott Woodham, Nicholas William Harvey Wyllys.

No. of Candidates, 414. Passed, 262.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

John Adamson, William Henry Mooring Aldridge, B.A. Cantab., Frank Kenneth Allin, B.A. Oxon, Douglas Hubert Andrew, B.A. London, John Anderson Armstrong, B.A. Cantab., Phyllis Ashton, Wilfrid Venus Atkinson, Louis Baker, LL.B. Leeds, Charles Roger Dutton Barker, John Samuel Barnes, LL.B. London, Richard Lionel Bartelt, B.A. Cantab., Richard James Beaven, Sidney Francis Bell, Marcus Norwood Ben-Levi, Robert Dennis Birch, Gerald Massy Bishop, Godfrey Charles D'Arcy Biss, B.A. Oxon, Raymond Spencer Boden, B.A. Cantab, Ian Norman Brettell, John Fergrieve Brown, Kenneth Maxwell Brown, Lionel Charles Dixon Brown, John Michael Bryce-Smith, James Graeme Bryson, LL.B. Liverpool, Vincent George Buckley, Ernest Henry Bullock, Arthur Bruce Caddick, B.A. Oxon, John Spence Sidney Campkin, B.A. Oxon, Horace John Pycock Candler, B.A. Cantab., John Alan Carpenter, Norman Catchpole, B.A. Oxon, William Frederick Cearns, Nigel Jasper Chambers, Michael Christopher Chaplin, Leonard William Chetwood, Russell Emanuel Churcher, Robert Stanley Clark, Michael Skillicorn Close, B.A. Oxon, Sydney Alexander Colvin, B.A. Cantab., William Francis Comyns, LL.B. London, Peter Hilary Cooper, Leonard Malcolm Cooper, Henry James Cornish, Donald Arthur Cowdry, George Norman Paul Crombie, B.A. Cantab., John Herbert Crotch, Richmond Wynne Dauncey, George Francis Heffernan Dennehy, Frederick Nunns Dickie, Lewis Dix, Denis George Dodds, Thomas Dornan, B.A., B.C.L. Oxon, Sidney Bernard Eales, James Eaton-Evans, Leo Frank Eggleden, Cyril Norman Elman, David Ivor Evans, Russell Evans, Ephraim Fine, Peter Derek Foard Franks, Robert Morgan Gibb, Harold Hillel Gollop, Sylvia Gordon Gordon-Roberts, LL.B. Wales, John Cecil Gow, B.A. Cantab., William Richard Gowers, B.A. Cantab., Jeffrey Graham, Martin Grey, John Henry Vine Hall, B.A. Cantab., Philip Hoyle Hallam, John Arthur Lewthwaite Halsall, Braham Leslie Harris, Frederick Woollcombe Harris, B.A. Cantab., Leslie Taylor Harris, B.A. Oxon, James Brian Dawson Haynes, William Walter Heath, B.A. Oxon, John Alexander Anthony Leslie Henderson, B.A. Cantab., James Patrick Henderson, B.A. Cantab., Roland Clive Henderson, B.A., B.C.L. Oxon, David Herman, Robert Reeves Higgins, Herbert Walmsley Higginson, B.A., LL.B. Cantab., George Patrick Moncaster Hilbery, B.A. Cantab., John Hilton, Katie Margaret Hitchings, B.A. Oxon, Peter Hoare, Alan Hollings, Max Frederick Horwill, Samuel Spencer Hosegood, James Clarence Howell, LL.B. Birmingham, Archibald Owen Hughes, LL.B. Liverpool, Harold Kirk Hughes, B.A., LL.B. Cantab., Ernest John Hutchings, Evan Stuart Maclean Jack, B.A. Cantab., Leslie Wearing Jackson, Herbert Ansdell Jackson, Edmund Maurice Johnston, B.A., B.C.L. Oxon, Russell Thomas John, Douglas Hilton Jones, Frederick Ernest Jones, LL.B. Birmingham, Martin Penrhyn Jones, Edward Henry Jordan, B.A. Oxon, John Reid Kennedy, B.A., LL.B. Cantab., David James Cathcart King, Hugh Lamberton, Frederick John Lansdell, John Lanyon, Alan Guy Fishwick Leather, Alan Edgar Salt Ledsam, B.A., LL.B. Cantab., Andrew William Letts, Arthur Leonard Levy-Teesdale, B.A., LL.B. Cantab., Basil Geoffrey Limbrey, Ellis Lincoln, Douglas Lines, Richard Anthony Little, Arthur James Locke, John Mundy Lodder, B.A. Oxon, Robert Arthur Luker, Kenneth Robert Macfee, Philip Joseph Manasseh, B.A. Oxon, Ralph Christopher March, LL.B. Birmingham, Basil Robert Meaden Maslen, Colin McCulloch, Kenneth George Metcalfe, Frank Percy Millard, B.A. Oxon, Harold Miller, LL.B. London, Fraser Gordon Millward, James Francis Dawson Mills, Peter Albert Nigel Milmo, B.A. Cantab., Francis Warburton Milne, B.A. Oxon, George Alexander Moore, Robert Morgan, Keith Mountfort, Francis Donald Newton, LL.B. Manchester, Carrol Austin John Naish O'Sullivan, Thomas Glyn Owen, Cyril Joseph Butler Palmer, B.A. Cantab., Arthur Lloyd Parry, Alan Paterson, B.A., LL.B. Cantab., Henry Patten, B.A., LL.B. Cantab., John Stewart Philpot, Samuel James Plumbly, Ronald Chrysostom Politeyan, B.A. Cantab., Arthur Russell Ponsford, John Lewin Poole, Arthur Cecil Potter, Bernard Oliver Leathes Prior, Claud Malcolm Pritchard, Clement James Rawlings, Richard Reed, George Reeves, Arthur Maurice Reid, Cyril John Reynolds, Richard Michael Ritchie, B.A. Cantab., Elwyn Beckwith Roberts, B.A. Cantab., Thomas Griffith Roberts, Charles Eric Robinson, B.A. Oxon, Richard Lancelot Robinson, Paul Edward Churchill Romney, B.A. Oxon, Peter Kenneth Rymer, B.A. Cantab., Charles Shackleton, Raymond Edward Laws Shingles, Nathan Silverbeck, LL.B. Liverpool, Derek Hugh Sinclair, B.A. Cantab., Austin Denham Smith, William Victor Smith, Geoffrey Herbert Cyril Staveley, John Stead, Frank John Stimpson, Cyril Alfred Stocken, Philip Noel Stollard, George Stringer, William Edward Thomas, John Douglas Tinkler, Arthur Heaton Toulmin, B.A. Oxon, John Heaton Toulmin, B.A. Cantab., Elizabeth Ann Turner, Michael John Venning, B.A. Oxon, Norman Vincent, Kenneth Hamblett Walker, LL.B. Manchester, Thomas Godsalve Ward, Percy Kenneth Watkins, William Alexander Way, B.Sc. London, Richard George Whittingdale, John Philip Whipp, Richard Sansum Wilkes, Alan Thurstan Williams, Merfyn Madoc Williams, LL.B. London, Roger Patrick Clason Williams, Richard Glover Willows, Eric Vincent Alfred Wiseman, Robert Archibald Wolverson, B.A. Cantab., William Peter Wood, James Edward Woodroffe, B.A. Oxon, Bryans Brunswick Wright.

No. of Candidates, 375. Passed, 289.

Societies.

The Selden Society.

ANNUAL GENERAL MEETING.

Lord Atkin, the retiring President, who took the chair at the forty-ninth annual general meeting of the Selden Society, at Lincoln's Inn Hall, on the 22nd March, declared that it was the duty of every moderately successful member of the legal profession to support research into legal history. The paramount claim on every lawyer was, of course, he said, that of his benevolent association, but after that it was incumbent upon him to assist those whose efforts had produced remarkable results in revealing the growth of the law from the earliest times, and the vital importance of legal history for discovering the state of the law at the present moment. Moreover, every member received in exchange for his subscription solid money's

worth in the publications of the Society. The volume for the current year was "The Year Books of 10 Edward II," by Miss Dominica Legge and Sir William Holdsworth. It contained the cases for Michaelmas Term, 1316, with valuable notes and comments on such cases as appeared to be of permanent importance in the law, and an account of the salient features of the Anglo-Norman language as exemplified in the earlier Year Books. An interesting volume which the Society hoped to publish was a collection of assize rolls for Lincolnshire for 1218-1219, and for Worcestershire for 1221. These were the earliest assize rolls preserved at the Record Office and had been marked and used by Bracton. Some of the matters and principles which gave rise to difficulty then were, said Lord Atkin, not unknown now. In his Note-book Bracton had written that since the law and customs of the land—

> "are often abused by the foolish and ill-taught, who climb into the judgment seat before they have learned the laws, and stand uncertain and in doubt and are often perverted by the great men who decide cases rather in accordance with their own inclination than by the authority of the laws; for the instruction of lesser men at least, I, Henry of Bratton, have lifted up my mind to the ancient judgments of just men . . ."

There had certainly existed not so very long ago some judges to whom those words might have been applied, and who might have profited by a study of the ancient laws. In the Lincolnshire Assize Roll there appeared a case in which an unsuccessful defendant had protested to London, and the Regent and Chief Justiciar had sent royal letters of complaint to the judges. They had replied that since the King had chosen them and appointed them to their circuit to do justice to one and all, he should not so readily believe evil of them. They had done nothing of their certain knowledge which ought to displease God or men of good will; nevertheless, persons who were not accustomed to matters the practice of which was hardly learned and re-called with difficulty by trained minds, might possibly wonder at the judges' action. It was not expedient for the King's honour and that of the judges that the opinion of such persons should be twisted to make the judges contemptible in the sight of those to whom they were sent. The incident was not without its lesson at the present moment, and might connect even a publication of the Selden Society with a practical question of the day.

Sir Frederick Pollock, replying to a vote of thanks to the officers, said that one of his minor pleasures as literary director was in seeing the work of really first-class printers, of whom there were very few left in the kingdom and not too many in the world. Very few authors knew the work of the corrector in a printing office, or had seen the first proofs as they came from the press. The average press corrector was still competent to knock out the gross and obvious misprints, but not to see when the text made nonsense, or, like his predecessors, to correct quotations in a foreign language.

Lord Tomlin was duly elected President for the ensuing year.

United Law Society.

A meeting of the United Law Society was held in Middle Temple Common Room on 26th March. Mr. J. C. Hales proposed "That in the opinion of this House a National Party should be formed." Mr. G. B. Burke opposed. Miss C. Colwill and Messrs. B. Barry O'Brien, N. G. C. Pearson, J. H. Menzies and C. H. Moseley spoke, and Mr. Hales replied. The motion was lost by six votes.

The Law Society's School of Law.

The summer term will open on 9th April. Lectures will commence on 11th April. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal (Dr. G. R. Y. Radcliffe) will be in his room to advise students on their work on Monday, 9th April (students whose surnames commence with the letters A—K), and Tuesday, 10th April (students whose surnames commence with the letters L—Z), from 10.30 a.m. to 12.30 p.m., and from 2 to 5 p.m.

The subjects to be dealt with during the term will be, for Intermediate students: (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure and Civil Procedure, and (iv) Accounts and Book-keeping. The subjects for Final students will be: (i) Equity and Procedure in the Chancery Division, (ii) Common Law (Tort), and (iii) Bailments, Carriage, and Negotiable Instruments. There will also be courses on (i) Criminal Law and (ii) Private International Law, for Honours and Final LL.B. students, and on Constitutional Law (Part II) for Intermediate LL.B. students.

Intermediate students must notify the Principal's Secretary before 10th April on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 27th March (Chairman, Mr. R. S. W. Pollard), the subject for debate was "That the case of *Elvin & Powell, Ltd.* v. *Plummer Roddis, Ltd.*, 50 T.L.R. 158, was wrongly decided." Mr. W. L. F. Archer opened in the affirmative. Mr. J. T. Molony opened in the negative. Mr. A. T. Wilson seconded in the affirmative. Mr. P. H. Dean seconded in the negative. The following also spoke: Messrs. S. Samson, C. J. de S. Root, E. C. Durham, N. A. M. Sitters, J. A. Brightman, R. F. Gingell, J. R. Campbell Carter. The opener having replied, and the Chairman having summed up, the motion was lost by four votes.

Union Society of London.

The Society will resume its debates on 11th April, when a meeting will be held at 8.15 p.m., in the Middle Temple Common Room. The subject for debate is: "That a bigger navy is essential for the defence of the Empire." This will be proposed by Mr. Mainwaring and opposed by Mr. S. R. Lewis, the hon. treasurer.

Gray's Inn Debating Society.

The next meeting of the Society will be held in Gray's Inn Hall, at 8.15 p.m., on either Friday, 13th April, or Monday, 16th April, when a lecture will be given by Master The Right Hon. Sir Plunket Barton, Bart., K.C., on "The History of Gray's Inn." The date will be announced on the Society's notice boards.

Legal Notes and News.

Honours and Appointments.

It is announced from the Colonial Office that the King has been pleased to approve the appointment of Mr. SIDNEY SOLOMON ABRAHAMS, Chief Justice, Uganda, to be Chief Justice, Tanganyika, in succession to Sir Joseph Alfred Sheridan, whose appointment as Chief Justice of Kenya was announced recently.

Mr. ALLAN G. HUGHES, solicitor, registrar of Shrewsbury County Court, has been appointed Magistrates' Clerk of the Pontesbury petty sessional division of Shropshire, in succession to his father, Mr. Harry Hughes, who died recently. Mr. A. Hughes was admitted a solicitor in 1912.

BOARD OF TRADE ANNOUNCEMENT.

The Board of Trade have made the following appointments with effect from the 1st April, 1934:—

Mr. EDWARD PARKE, Official Receiver in the Bankruptcy (High Court) Department, to be Senior Official Receiver in Bankruptcy attached to the High Court in the place of the Hon. W. J. H. Boyle, C.B.E.

Mr. LESLIE ARTHUR WEST, Official Receiver in Bankruptcy at Nottingham, to be Senior Official Receiver for the Bankruptcy Districts of the County Courts holden at Manchester, Salford, Ashton-under-Lyne and Stalybridge, Bolton, Oldham, Rochdale and Stockport in the place of Mr. F. Murgatroyd. The Board of Trade have directed that Mr. West shall be Official Receiver for the purposes of all receiving orders made by the County Courts holden at Manchester and Salford.

Mr. ALFRED JOSEPH ROGERS, Official Receiver in Bankruptcy at Swansea, to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Nottingham, Burton-on-Trent, Chesterfield, Derby and Long Eaton in the place of Mr. L. A. West.

Mr. HAROLD WHEELER, Senior Assistant Official Receiver in the Bankruptcy (High Court) Department, to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Bristol, Bath, Bridgwater, Cheltenham, Frome, Gloucester, Swindon and Wells in the place of Mr. J. D. Turner.

Mr. SYDNEY WALTER HOOD, Chief Clerk in the Bankruptcy Department of the Board of Trade, to be Official

Receiver in Bankruptcy attached to the High Court in the place of Mr. Edward Parke.

Mr. WILLIAM FOY CRESSWELL, Assistant Official Receiver in the Bankruptcy (High Court) Department, to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Swansea, Aberdare and Mountain Ash, Bridgend, Merthyr Tydfil, Neath and Port Talbot in the place of Mr. Alfred Joseph Rogers.

COUNCIL OF LEGAL EDUCATION.

The Council of Legal Education announce the following appointments:—

To Examinerships:—

In Roman Law—Professor H. D. HAZELTINE, M.A., Litt.D., Downing Professor of the Laws of England, Cambridge, Barrister-at-Law, of the Inner Temple. In Constitutional Law and Legal History—Mr. F. H. LAWSON, M.A., Fellow and Tutor of Merton College and All Souls Reader in Roman Law, Oxford, Barrister-at-Law, of Gray's Inn. In Real Property and Conveyancing—Mr. DENIS BROWNE, B.A., Barrister-at-Law, of Lincoln's Inn. In Common Law, Criminal Law, Evidence and Procedure (Civil and Criminal)—Professor F. RALEIGH BATT, LL.M., Professor of Commercial Law and Dean of the Faculty of Law, Liverpool, Barrister-at-Law, of Gray's Inn; Mr. J. P. TYRIE, M.A., B.C.L., Barrister-at-Law, of Gray's Inn.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

SPRING ASSIZES.

The following arrangements have been made for the Spring Assizes, 1934:—

NORTHERN CIRCUIT.—Mr. Justice du Parcq and Mr. Justice Atkinson.—Saturday 7th April, at Liverpool; Saturday, 28th April, at Manchester.

NORTH EASTERN CIRCUIT.—Mr. Justice Horridge and Mr. Justice Finlay.—Monday, 30th April, at Leeds.

LORD WARDEN OF THE CINQUE PORTS.

At a meeting of Dover Town Council on Tuesday, 27th March, the Town Clerk, Mr. R. E. Knocker, reported that Lord Reading, the new Lord Warden of the Cinque Ports, was proposing to summon the Grand Court of Shepway at Dover on 30th June for the purpose of his installation.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

At the annual general meeting of the Equity and Law Life Assurance Society at 18, Lincoln's Inn-fields, on Tuesday, 20th March, the Chairman, Sir Dennis Herbert, K.B.E., M.P., announced that the total gross business for 1933 was £4,494,967 against the previous year's record of £3,979,277, and that the gross life business was £3,655,135 against £3,458,213.

SLUM CLEARANCE SCHEMES AND COMPENSATION.

Sir Hilton Young, the Minister of Health, received a deputation recently from the National Federation of Property Owners Associations.

The deputation was introduced by Mr. Hannon, M.P., and was accompanied by Lord Chesham, Mr. Boulton, M.P., and Mr. Craven Ellis, M.P. The speakers were Mr. Churchman and Mr. Booth.

The object of the deputation was to bring to the Minister's notice the hardship which property owners felt to be inherent in the site value basis of compensation for properties acquired under slum clearance schemes. In particular the deputation drew attention to cases of properties which, though not bad in themselves, might be taken at sight value because of their environment.

The Minister said in reply that he was at one with the deputation in desiring that the slum clearance schemes should be carried out without inequity. He repeated the assurances which he gave at Birmingham as to the spirit in which the Act would be administered in regard to the treatment of sound property in a bad environment.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th April, 1934.

	Div. Months.	Middle Price 4 April 1934.	Flat Interest Yield.			†Approximate Yield with redemption		
			£	s.	d.	£	s.	d.
ENGLISH GOVERNMENT SECURITIES								
Consols 4% 1957 or after	FA	111⅜	3	11	7	3	5	3
Consols 2½%	JAJO	81	3	1	9	—		
War Loan 3½% 1952 or after	JD	104¼	3	7	2	3	3	10
Funding 4% Loan 1960-90	MN	113xd	3	10	10	3	5	0
Victory 4% Loan Av. life 29 years	MS	111	3	12	1	3	8	0
Conversion 5% Loan 1944-64	MN	116½xd	4	5	10	2	19	6
Conversion 4½% Loan 1940-44	JJ	111½	4	0	9	2	8	4
Conversion 3½% Loan 1961 or after	AO	103¼	3	7	10	3	6	4
Conversion 3% Loan 1948-53	MS	99¾	3	0	2	3	0	4
Conversion 2½% Loan 1944-49	AO	94⅜	2	12	9	2	18	9
Local Loans 3% Stock 1912 or after	JAJO	92½	3	4	10	—		
Bank Stock	AO	366½xd	3	5	6	—		
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3	5	6	—		
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3	5	11	—		
India 4½% 1950-55	MN	111½	4	0	9	3	10	11
India 3½% 1931 or after	JAJO	93½	3	14	10	—		
India 3% 1948 or after	JAJO	80½	3	14	6	—		
Sudan 4½% 1939-73	FA	113	3	19	8	1	15	0
Sudan 4% 1974 Red. in part after 1950	MN	108	3	14	1	3	7	6
Tanganyika 4% Guaranteed 1951-71	FA	111	3	12	1	3	3	0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100xd	3	0	0	3	0	0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4	2	2	3	4	1
COLONIAL SECURITIES								
Australia (Commonw'th) 4% 1955-70	JJ	108	3	14	1	3	12	0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3	12	10	3	9	6
Canada 4% 1953-58	MS	108	3	14	1	3	8	4
Natal 3% 1929-49	JJ	98	3	1	3	3	3	5
New South Wales 3½% 1930-50	JJ	99½	3	10	4	3	10	10
New Zealand 3% 1945	AO	97	3	1	10	3	6	8
Nigeria 4% 1963	AO	107xd	3	14	9	3	12	3
Queensland 3½% 1950-70	JJ	100	3	10	0	3	10	0
South Africa 3½% 1953-73	JD	102½	3	8	4	3	6	5
Victoria 3½% 1929-49	AO	98	3	11	5	3	13	7
W. Australia 3½% 1935-55	AO	99	3	10	8	3	11	4
CORPORATION STOCKS								
Birmingham 3% 1947 or after	JJ	90½	3	6	4	—		
Croydon 3% 1940-60	AO	95	3	3	2	3	5	9
Essex County 3½% 1952-72	JD	103½	3	7	8	3	5	0
*Hull 3½% 1925-55	FA	100	3	10	0	3	10	0
Leeds 3% 1927 or after	JJ	90	3	6	8	—		
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	101	3	9	4	—		
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	79	3	3	3	—		
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91	3	5	11	—		
Manchester 3% 1941 or after	FA	91	3	5	11	—		
Metropolitan Consd. 2½% 1920-49	MJSD	95	2	12	8	2	18	4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3	5	3	3	5	11
Do. do. 3% "B" 1934-2003	MS	93	3	4	6	3	5	1
Do. do. 3% "E" 1953-73	JJ	97	3	1	10	3	2	9
Middlesex County Council 4% 1952-72	MN	108xd	3	14	1	3	8	5
Do. do. 4½% 1950-70	MN	113xd	3	19	8	3	9	6
Nottingham 3% Irredeemable	MN	90xd	3	6	8	—		
Sheffield Corp. 3½% 1968	JJ	102	3	8	8	3	8	0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS								
Gt. Western Rly. 4% Debenture	JJ	108½	3	13	9	—		
Gt. Western Rly. 4½% Debenture	JJ	117½	3	16	7	—		
Gt. Western Rly. 5% Debenture	JJ	128½	3	17	10	—		
Gt. Western Rly. 5% Rent Charge	FA	126½	3	19	1	—		
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4	1	0	—		
Gt. Western Rly. 5% Preference	MA	111½	4	9	8	—		
Southern Rly. 4% Debenture	JJ	105½	3	15	10	—		
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3	15	1	3	12	6
Southern Rly. 5% Guaranteed	MA	124½	4	0	4	—		
Southern Rly. 5% Preference	MA	111	4	10	1	—		

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.